

**GE HEALTHCARE LIFE SCIENCES
TERMS AND CONDITIONS OF SERVICE AGREEMENTS
(EMEA)**

Revised as of February 2017

1. DEFINITIONS

1.1. In these Terms and Conditions:

- a) **Buyer** means the person, firm, company or other organization who or which has ordered Services from GEHC;
- b) **GEHC** means the GE Healthcare group company referred to in the final written offer, quotation or order acknowledgement or, if none, the GE Healthcare company providing the Services;
- c) **Contract** means the contract for the provision of Services between GEHC and the Buyer as may be further evidenced by GEHC's final written offer, quotation or order acknowledgement and no prior proposals, statements, representations or conditions will be binding on either Party;
- d) **Equipment** means all electronic equipment, hardware and other electronic or mechanical items manufactured by GEHC and excluding third party equipment unless specifically agreed in the Contract) in relation to which Services are to be provided, excluding any consumables and spare parts sold separately, unless otherwise agreed;
- e) **GEHC Bioprocess Equipment** means Equipment which the Buyer uses in the manufacturing of biopharmaceuticals.
- f) **Goods** means all items agreed to be supplied by GEHC in connection with the Services other than the Equipment and Software, including, but not limited to, GEHC spare parts;
- g) **PM** means preventive maintenance; and shall observe the conditions set forth in Section 3.5, and in respect of PM parts shall observe the conditions set forth in Section 2.2;
- h) **Services** means all advice given and services performed by GEHC;
- i) **Software** means any firmware, software or data compilations (i) identified in the Contract; or (ii) provided to Buyer by GEHC in connection with the Services. For the avoidance of doubt, Software shall not include any "open source" firmware, software or data compilations;
- j) **Standard Warranty** means the services warranty provided under the original sales agreement between GEHC and the Buyer in relation to Equipment; and
- k) **Term** means the period between a Contract's effective date and its expiration or earlier termination, as applicable.

1.2. These Terms and Conditions shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions may not be varied or waived except with the express written agreement of GEHC. The failure of GEHC to enforce its rights under the Contract at any time, for any period of time, shall not be construed as a waiver of any such rights. Nothing herein supersedes or affects the operation of any intellectual property license agreement entered into between GEHC and the Buyer.

2. GEHC SERVICES OFFERINGS

2.1. GEHC's response times to Services request submissions from the Buyer are as stated in the Contract, as is the type of Services offering, which GEHC will provide to the Buyer, being either:

- a) **BasicCare**. Provides for all corrective maintenance needed during the Term (labor, parts and travel costs included). PMs are excluded;
- b) **EssentialCare**. Provides one PM visit (parts and labor only) during the Term. Parts, travel, and labor beyond one PM visit are excluded. Any corrective service required during the EssentialCare period is excluded, and these services are billed on a time-and-material basis for travel, labor and parts;
- c) **EssentialCare Plus**. Provides two PM visits (parts and labor only) during the Term. Parts, travel, and labor beyond two PM visits are excluded. Any corrective service required during the EssentialCare Plus period is excluded, and these services are billed on a time-and-material basis for travel, labor and parts;
- d) **ExpertCare**. Provides one PM visit, as well as labor and travel costs required for corrective maintenance during the Term. Additional parts

required beyond one PM part (including during corrective maintenance) are excluded;

- e) **ExtendedCare**. Provides corrective maintenance (labor, parts and travel costs included) and one PM visit during a twenty-four (24) months period following the effective date as stated in the Contract;
- f) **ExtendedCare Plus**. Available only for GEHC Bioprocess Equipment. Provides for the same ExtendedCare coverage plus one PM visit and one PM part during a twenty- four (24) months period with varying degrees of parts replacements for each visit;
- g) **Extended Warranty**. Additional entitlements to the Standard Warranty. Provides for all corrective maintenance and, if mutually agreed in writing, a pre-agreed number of PM visits during a defined period, and guaranteed response times as specified in a separate Extended Warranty Agreement, signed by the Parties within nine (9) months from and including the date of installation or delivery (as the case may be) of the Equipment;
- h) **FlexHours**. Includes pre-paid field service engineer labor hours available in block of 25, 50 or 100 hours. The FlexHours provide on-site labor only support 5 days per week (Monday-Friday) between normal working hours 8.30-5 pm. FlexHours can be used to cover the labor for: Emergency repairs, preventative maintenance services, maintenance or technical training, upgrades and system health checks but cannot be used to purchase parts, IQ/OQ binders or any accessories/consumables. FlexHours do not provide accelerated response time and does not include any spare parts. If FlexHours are to be used for corrective maintenance or PM and GEHC spare parts are required Buyer is responsible to hold in its facilities all GEHC spare parts needed for any intervention. All consumed FlexHours are deducted per visit from the total balance purchased and recorded on the service report. FlexHours consumption and balance report can be available upon request. FlexHours expire 12 months after purchase and are non-refundable;
-) **FullCare**. Provides for corrective maintenance (labor, parts and travel costs included) and one PM visit during the Term;
- j) **FullCare Prorate Option**. Corresponds to the same FullCare coverage however, for a period of less than one year. This option is available when the Buyer has at least one other valid Contract set to expire on a different date than a new FullCare Contract. Following the prorated period, the Buyer may purchase an annualized Contract, allowing for the renewal of multiple Contracts for various pieces of Equipment on the same date. The minimum period of coverage available under the FullCare Prorate option is one month. Prorate agreements cannot be purchased back to back for the same piece of Equipment. GEHC will prorate the FullCare option for up to a period of twelve (12) months;
- k) **FullCare Plus**. Provides for the same FullCare coverage with one additional PM visit per twelve (12) months period. Additional PM visits are available for purchase;
-) **FullCare Select**. Available only for DeltaVision and DeltaVision OMX Equipment, provides corrective maintenance on the base DeltaVision or OMX microscope (labor and travel costs included on the base hardware only) including the auto/ultimate focus module, DIC and fluorescent illuminator, as well as one PM visit during the Term. This option does not include camera/s, light source/s, laser heads, environmental control system, standalone workstations or TIRF and/or PK modules;
- m) **SafeCare**. Provides corrective maintenance and one PM visit during the Term, subject to a deductible corresponding to a fixed amount pursuant to the Contract. The Buyer is responsible for all costs up to the deductible limit for any corrective maintenance visits during the Term. In the event that the Buyer reaches the deductible limit, any further repairs or corrective maintenance visits will be performed by GEHC at no extra cost to the Buyer. The purchase of any excluded items as outlined in Section 7 and the PM visit included in this offer do not count toward the deductible limit; or
- n) **SafeCare Plus**. Corresponds to the same SafeCare coverage with one additional PM visit per twelve (12) months period.
- o) **LimitedCare**. Available only for Equipment having an official End-of-Support date occurring during or before the Contract term. LimitedCare is only to be provided for 12 months at a time. This Service includes the same Service coverage as FullCare, however, with the exception that spare part supply issues may occur during the Contract term. GE reserves the right to terminate the Services

Contract, as per Section 12.3, if corrective maintenance becomes impossible due to lack of parts. Under such circumstances, the remaining value of the Contract will be reimbursed to the Buyer as per Section 12.4.

- p) **LimitedCare Plus.** This Service includes the same Service coverage as LimitedCare with one additional PM visit in a twelve-month period.
- q) **SiteCare** This Service includes a 12-month customized site level Contract specifically designed for Bioprocess Equipment and Buyer's requirements as specifically agreed in the Contract. The Contract sets forth the Services included in the Buyer specific SiteCare Service but includes e.g. accelerated onsite response, telephone support, part consultancy, Change Control Notification and regular service history reports for all GEHC Bioprocess Equipment at the Buyer's specific location or site. No PM or corrective service is included in SiteCare and are billed on a time and material basis as regards labor, travel and parts unless covered by another GEHC Service such as FullCare. SiteCare does not cover other Equipment than Bioprocess Equipment unless specifically stated in the Contract. Only if combined with FlexHours can GEHC provide fast dispatching of engineers for corrective maintenance. Change Control Notification support is only available for eligible spare parts purchased.

2.2. **PM Part.** To the extent that as part of the Contract, the applicable Equipment requires a PM part, such PM part is included at no extra cost to the Buyer. All components included in the PM part are replaced during the PM visit. For the avoidance of doubt, GEHC shall at its sole discretion be entitled to charge for any PM parts required during unplanned maintenance events beyond the PM parts supplied during PM visits, as determined by the applicable Contract. In respect of Contracts related to GEHC Bioprocess Equipment, only where such Contracts provide for a full Services coverage, will any parts required during corrective maintenance, including parts replaced during a PM, be included for the duration of said Contracts. No PM or PM Part is included in SiteCare and the Buyer undertakes to hold any parts required for corrective maintenance or PM in its facilities as needed for any intervention.

2.3. **Bioprocess Equipment Parts Availability.** For Bioprocess Equipment Contracts (except as regards SiteCare where Buyer is obliged to hold a stock), GEHC will make commercially reasonable efforts to secure availability of PM parts and critical spare parts as defined by GEHC subject to availability as regards LimitedCare and LimitedCare Plus Services. Notwithstanding the foregoing, part lead times will vary by product platform and is not guaranteed. For the Term of the Contract, parts consumed from the dedicated inventory for the Equipment covered by the Contract will be replenished at GEHC's discretion.

2.4. **Remote Access Support.**

- a) If the Buyer has purchased Goods or Services including remote access support, or if the Equipment can be maintained or repaired through remote access, the Buyer shall permit GEHC to connect to the Equipment by remote access. This may include automatic software downloads and proactive monitoring and access to or usage of performance data related to the Equipment to gather resource usage data for benchmarking and quality initiatives. Any data collected by GEHC will be used in accordance with all applicable federal, state and local laws and regulations and in a manner that will maintain confidentiality.
- b) Remote support, when available, will be provided via telephone during the regular business hours of the GEHC office responsible for providing the Services. If a Subject Matter Expert is required and not immediately available, GEHC will use commercially reasonable efforts to provide the Buyer a call back as soon as reasonably practicable.

3. **SERVICES**

3.1. When requesting Services, the Buyer must place a phone call or send an email to GEHC's Service Department, in such suitable manner as GEHC may indicate, including: *ii*) details of the Equipment defect; and *iii*) the exact location of the Equipment. Service is available during GEHC's normal business hours Monday to Friday, excluding public holidays, unless specifically otherwise agreed in writing.

3.2. GEHC will use commercially reasonable efforts to commence the Services within such time as may be expressly agreed with the Buyer, but will not be liable for any losses incurred by the Buyer in respect of any failure or delay in this respect. Accelerated response time is included in SiteCare Service only.

3.3. GEHC undertakes to diagnose any defects in the Equipment and use commercially reasonable efforts to promptly repair such defects. Where

practical this will be carried out at the Buyer's premises. No corrective maintenance is included in SiteCare and only if SiteCare is combined with FlexHours can GEHC provide fast dispatching of engineers for corrective maintenance. Defective parts will be replaced as deemed necessary by GEHC at the Buyer's costs. GEHC reserves the right to use refurbished parts as replacements but, if so, shall use commercially reasonable efforts to ensure that all such parts shall conform with the specifications given by the manufacturer and shall have the same operating features as new parts. Any defective parts which have been replaced hereunder shall become the property of GEHC.

3.4. The Buyer shall notify GEHC in writing within five (5) business days of delivery of any Goods of any short delivery or defects reasonably discoverable on careful examination. GEHC's sole obligation shall be, at its sole option, to replace or repair any defective Goods or refund the purchase price of any undelivered Goods.

3.5. GEHC will schedule all contracted PM visits with the Buyer. The Buyer is responsible for confirming the planned Scheduled dates and making the Equipment reasonably available for such purposes. If the PM cannot be scheduled due to the Buyer's inability to confirm a scheduled date or have the equipment available within the Contract duration, GEHC will have no further obligation to perform said PM once the Contract has expired and will have a right to retain the purchase price for such PM. All PM's shall be conducted according to standard GE protocols and documentation unless otherwise agreed formally in writing.

3.6. GEHC agrees to ensure that industry standard tools and processes are used in connection with the Services, aimed at ensuring that GEHC does not negligently introduce any viruses, trojan horses, worms and similar code on the Equipment. If the Buyer's data is lost or corrupted as a direct result of GEHC's gross negligence or willful misconduct in providing the Services, GEHC shall promptly make all commercially reasonable efforts to reconstruct such data at GEHC's cost from a suitable, working back-up to be provided by the Buyer. GEHC shall have no additional responsibility or liability in relation thereto.

4. **EQUIPMENT CONDITION, PREMISES, HEALTH AND SAFETY**

4.1. Only Equipment in normal working condition may be accepted for Service under the Contract. To establish Equipment condition, an on-site inspection by a GEHC service engineer may be required at the Buyer's expense, and all repairs necessary to return the Equipment to normal working condition must be performed before a Contract can be issued. Any work or parts so necessitated will be subject to GEHC's standard service charges applicable at that time.

4.2. GEHC shall have no obligation to perform Services until the Buyer provides a suitable, safe and hazard-free location and environment for the Equipment and GEHC personnel performing the Services in material compliance with all applicable legal requirements.

4.3. The Buyer shall provide written information to GEHC personnel on the Buyer's site about relevant hazards and safety procedures as well as a list of any hazardous materials (e.g., asbestos, lead or mercury) on or near the site that service personnel may come in contact with and any associated safety data sheets.

4.4. The Buyer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials from the Equipment.

4.5. The Buyer shall be responsible for proper management, storage and disposal of all Service and/or installation-related waste, unless otherwise agreed in writing or GEHC is legally required to take back the materials (e.g., batteries, WEEE, packaging).

4.6. If a second person is legally required to be present for certain hazardous operations, the Buyer shall be responsible to ensure that a Buyer's representative is present who can initiate emergency response as needed. As an alternative GEHC can provide a second engineer for the work at the Buyer's cost.

4.7. GEHC's personnel may suspend maintenance or repair operations and disconnect the Equipment if they consider that there is a risk to their safety and health. The Buyer agrees to provide adequate facilities to GEHC's service engineer, including the supply of mains electricity, working space, lighting, water, a telephone/fax line, and other normal supply facilities required for the servicing and operation of the Equipment.

5. **PRICES AND PAYMENT**

5.1. Taxes

a) All payments due and payable by the Buyer to GEHC under this Agreement are exclusive of any Value Added Tax ("VAT"), sales and use tax, goods and services tax and similar indirect taxes. In the event that any VAT, sales and use tax, goods and services tax and similar indirect taxes are properly due under any applicable law, regulation or otherwise ("Buyer's Taxes"), this shall be charged by GEHC in addition to any other payments due under this Agreement and shall be payable by the Buyer on receipt of a valid invoice issued by GEHC, unless the Buyer provides GEHC with valid exemption documentation allowing GEHC not to charge the relevant indirect taxes.

b) In addition, all payments shall be made by the Buyer in full, free and clear of all deductions (including but not limited to withholding taxes). The Buyer shall gross-up the amounts due hereunder in order that the payments provided for in this Agreement are paid fully such that GEHC is in the same position as if no withholding had taken place. The Buyer shall furnish to GEHC within one (1) month accurate official receipts from the appropriate governmental authority for all deducted or withheld taxes.

5.2. All quotations issued by GEHC for the supply of Goods and/or Services shall remain open for acceptance for the period stated in the quotation or, if none is stated, for sixty (60) days. In all other cases, prices payable are those currently in effect in GEHC's then current pricelist. Unless otherwise agreed in writing by the Parties, extra charges will apply for handling, freight, and packaging.

5.3. Unless otherwise agreed in writing by the Parties, payment in full shall be made to GEHC in the currency invoiced no later than thirty (30) days from the date of invoice.

5.4. In the event of late payment, GEHC reserves the right to (a) suspend deliveries and/or cancel any of its outstanding obligations; and (b) charge interest at the lower of: (i) an annual rate equal to twelve percent (12%); or (ii) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment.

6. WARRANTY

6.1. Sections 6.2 to 6.4 shall apply in the event no other specific warranty has been agreed in the Contract and are subject to Section 7.

6.2. Goods - GEHC warrants to the Buyer that, for a period of ninety (90) days after delivery, all Goods purchased hereunder will meet GEHC's most recent specifications at the time of delivery. Any claim for breach of this warranty must be delivered in writing to GEHC within the above warranty period. The Buyer's sole and exclusive remedy (and GEHC's sole and exclusive liability) for a breach of this warranty is limited to repair, replacement or refund at the sole option of GEHC. Such remedy shall not extend the Term.

6.3. Services - GEHC warrants that all Services will be carried out with reasonable care and skill. GEHC's sole liability for breach of this warranty shall be at its sole option to give credit for or re-perform the Services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the Services and any claim for breach shall be submitted by the Buyer in writing within the above warranty period.

6.4. Software - GEHC warrants, for a period of ninety (90) days after the date of delivery, that the Software substantially conforms to its published specifications and that the media on which the Software resides will be free from defects in materials and workmanship under normal use. GEHC does not warrant that the Software is error free or that the Buyer will be able to operate the Software without problems or interruptions. GEHC's sole liability and the Buyer's exclusive remedy in the event of breach of this warranty is limited to repair, replacement or refund, at the sole option of GEHC. Any claim for breach of this warranty shall be submitted by the Buyer in writing within the above warranty period.

6.5. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEHC HEREBY EXPRESSLY DISCLAIMS, AND THE BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE EQUIPMENT, GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS.

7. CONTRACT AND WARRANTY EXCLUSIONS

7.1. This Contract does not include the following: (i) the repair, replacement, or disposal of any accessories or power supply equipment,

refrigeration units, computers, printers, keyboards, and video included with GEHC equipment; or (ii) consumable items or parts deemed necessary for the normal operation of the Equipment covered, including but not limited to, lamps, lasers, filters (including dichroics), electrodes, flow cell, pump seals, valves, tubing, fluids, objectives, batteries (including UPS), oil or slide kits, acrylic enclosure and any other disposable supply or saleable items; (

7.2. With the exception of LimitedCare/LimitedCare Plus, the Contract does not include any items, parts or accessories identified by GEHC as End of Support. For LimitedCare/LimitedCare Plus, all parts are included to the extent still available from stock.

7.3. The Contract does not include service made necessary by: (i) the use of the Equipment or Goods in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GEHC or recommended in writing by GEHC; (ii) any defect arising from specifications or materials supplied by the Buyer; (iii) fair wear and tear; (iv) fraud, willful misconduct or negligence of Buyer or any of its representatives; (v) failure to follow GEHC's use restrictions, recommendations or instructions; (vi) any alteration, modification, repair or enhancement of the Equipment or Goods by the Buyer or any third party without GEHC's prior written consent; (vii) any misuse of the Equipment or Goods including, without limitation, use of the Equipment or Goods not in accordance with GEHC's specifications; (viii) any Equipment or Goods damaged or lost as a result of a force majeure event; (ix) transfer, installation or use of the Equipment or Goods outside its place of delivery at the time of signature of the Contract; (x) any Product, if the price payable for such Product has not been paid in full in accordance with the terms of this Contract; or (xi) damage due to liquids, moisture, freezing, computer viruses or other damage incurred by the acts or omissions of the Buyer or its representatives.

7.4. Any items or service outside the scope of this Contract requested by the Buyer will be subject to GEHC's standard service charges applicable at that time.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Buyer shall provide –and where applicable procure– adequate approvals or licenses for GEHC to use the Buyer's and/or third party's service software, documentation and any other proprietary information as reasonably necessary to allow GEHC to perform the Services. The Buyer agrees to compensate GEHC and hold GEHC harmless from any liability in this respect.

8.2. All intellectual property rights in the Equipment, Goods and/or Services shall at all times remain vested in GEHC and/or its licensors. Any user license as may be granted to the Buyer under the Contract shall be non-transferable and non-exclusive and shall only be used for the Buyer's own internal business purposes of operating the Equipment. Any such license shall terminate automatically on the termination or expiry of the Contract for whatever reason.

8.3. Subject to any obligations of confidentiality, GEHC shall have a right to freely use performance data related to the Equipment which has been collected by GEHC during the provision of the Services under this Contract including, but not limited to, product/service development, benchmarking and quality initiatives. Any data collected by GEHC will be used in accordance with all applicable federal, state and local laws and regulations and in a manner that will maintain any obligations of confidentiality in relation to the Buyer.

9. INDEMNIFICATION; LIMITATION OF LIABILITY

9.1. Either Party shall defend, indemnify, and hold harmless the other from and against any and all damages incurred or suffered by such indemnifying Party arising, directly or indirectly, from any: (i) breach by the indemnifying Party of any of its covenants, agreements, representations, warranties or other obligations in these Terms and Conditions; or (ii) fraud, gross negligence or intentional misconduct by the indemnifying Party or its representatives in connection with these Terms and Conditions. In addition, the Buyer shall defend, indemnify, and hold harmless GEHC and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by GEHC or such persons arising, directly or indirectly, from: (i) any misuse or unintended use of the Goods or Services; and (ii) any claim that the Buyer's use of the Goods and/or the Services infringes the intellectual property rights of any third party.

9.2. IN NO EVENT SHALL GEHC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED (INCLUDING FAULT OR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THESE TERMS AND CONDITIONS, INCLUDING THE SALE, INSTALLATION, USE OR INABILITY

TO USE ANY EQUIPMENT, GOODS OR SERVICE, INCLUDING WITHOUT LIMITATION, DATA LOSS, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

9.3. The total liability of GEHC arising under or in connection with the Contract or the Equipment, Goods and Services, whether in contract, tort (including negligence), statute or otherwise shall, to the extent permitted by applicable law, be limited to damages in an amount equal to the amount paid to GEHC under the Contract.

10. LICENSE, PERMITS AND EXPORT CONTROL

10.1. Each Party shall apply and obtain from any appropriate governmental authorities all relevant licenses, permits and approvals necessary for the performance of the Contract and shall bear all related costs arising therefrom.

10.2. The Buyer and GEHC hereby agree that they shall not, except as expressly permitted by applicable laws, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by the GEHC hereunder. The Buyer hereby certifies that products, information or assistance furnished by GEHC or its affiliates hereunder shall not be used in the design, development, production, stockpiling or use of chemical, biological, or other weapons either by the Buyer or by any entity acting on the Buyer's behalf.

10.3. The Buyer shall not export the Goods or any information or documents provided hereunder outside of the country of delivery without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the European Union, the country of origin or the original country of export. GEHC, the Buyer shall furnish GEHC with copies of all documents relating to such export.

10.4. The obligations of the Parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other contract obligations.

11. TERM AND TERMINATION

11.1. The Contract shall commence on the effective date set forth in GEHC's final written offer, quotation or order acknowledgement, as applicable, and shall continue in full force and effect for the Term. The Parties may agree in writing to renew the Term for one or more successive one-year terms.

11.2. The Contract may be terminated by either Party as follows:

- a) Immediately upon such Party providing written notice to the other Party if such other Party breaches any provision hereunder in any material respect and fails to remedy such breach within sixty (60) days after the non-breaching Party delivers written notice of the breach to the breaching Party; or
- b) Immediately upon written notice with respect to a Party in the event of (a) such Party's insolvency, receivership, or voluntary or involuntary bankruptcy; (b) an assignment by such Party for the benefit of creditors; or (c) any substantial part of such Party's property being or becoming subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.
- c) In the event of a change of control of the Buyer, GEHC may immediately terminate the Contract in its entirety, or in part upon written notice to the Buyer.

11.3. In the event GEHC is unable to support the Buyer under a LimitedCare or LimitedCare Plus Contract due to lack of spare part supply, GEHC reserves the right to terminate such LimitedCare/LimitedCare Plus Contract with immediate effect.

11.4. Early Termination. In the event of early termination of this Contract by the Buyer pursuant to Sections 11.2, 11.3 and/or 11.3, GEHC shall calculate at its sole discretion the total price of the Services actually performed and expenses actually and reasonably incurred in servicing the covered Equipment from this Contract's effective date until its early termination date. In such instance, the Buyer's total payment obligation to GEHC under this Contract shall equal: (i) the amount so calculated; or (ii) the prorated price of the underlying Contract from its effective date until the early termination date, whichever is greater, plus, in the event of early termination as per Section 11.2 (however, excluding termination under 11.3), fifteen percent (15%) of the total fee for the Contract. Any payments made by Buyer to GEHC under this Section 11.4, which are in excess of the calculated early termination monies due from the Buyer to GEHC, shall be

credited to the Buyer's account within thirty (30) days after the early termination date for use toward future purchases of GEHC instruments, consumables or service agreements. Any unpaid portion of the calculated early termination amount shall be immediately due upon Buyer's receipt of an invoice from GEHC. FlexHours expires after 12 months and no refund will be made for unused FlexHours.

12. DISPUTES AND GOVERNING LAW

This Contract shall be governed by and construed in accordance with the substantive laws of the country or state of GEHC's relevant place of business, excluding the rules on the conflict or choice of laws. The Parties hereby submit to the non-exclusive jurisdiction of the courts of the country or state. In no event shall these Terms and Conditions be governed by the UN Convention on Contracts for the International Sale of Goods.

13. DATA PROTECTION

13.1. Notwithstanding Section 2.4 a), the Buyer and GEHC shall comply with data protection laws applicable to their respective processing of personal data under this Contract.

13.2. Prior to returning any Equipment to GEHC, the Buyer shall decontaminate it and ensure that all personal data stored in such Equipment is deleted. The Buyer acknowledges that, in any case, all data and settings stored in the returned Equipment may be deleted by GEHC.

13.3. Prior to and during this Contract, the Buyer may provide GEHC with personal data relating to its personnel or other individuals involved in the use of the Goods or Services. The Buyer consents to the processing of this personal data by GEHC, its affiliates and their respective suppliers, and shall, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her personal data for the following specific purposes: (i) performing this Contract; (ii) providing information about GEHC goods and services; (iii) transferring personal data as specified in Section 13.4 and (iv) satisfying legal or regulatory requirements.

13.4. GEHC may transfer personal data relating to the Buyer's personnel or other individuals involved in the use of Goods and Services to recipients located in countries outside of the European Economic Area and to the extent the Buyer is the data controller of such data, the Buyer will (1) provide appropriate notice to the relevant individuals, (2) obtain any requisite consent, (3) provide individuals with applicable choices with respect to the use, disclosure or other processing of their personal data, and (4) provide individuals with the opportunity to exercise their right to access their personal data. GEHC has taken steps to provide adequate protection with respect to personal data sent outside of the European Economic Area, and will, upon request of the Buyer, negotiate regarding the applicability of any further data processing or data transfer agreement as may be required to support the lawful transfer of personal data.

14. MISCELLANEOUS

14.1. Assignment. Neither Party may assign, delegate or otherwise transfer its rights and obligations in whole or part, or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party hereto. Notwithstanding, GEHC may assign these Terms and Conditions without the Buyer's consent to (i) one or more of its affiliates; or (ii) to a successor to, or purchaser of that portion of its business to which the Services pertain. Subject to the foregoing, these Terms and Conditions shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. GEHC may sub-contract any part of its rights and obligations to an Affiliate or third party as determined by GEHC.

14.2. Entire Agreement. Unless otherwise specified herein, these Terms and Conditions represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party.

14.3. Force Majeure. Neither Party shall be liable for any failure of or delay in performing any of its obligations under these Terms and Conditions (other than any payment obligation), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, including, without limitation, war, terrorism, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material,

acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies (each, a "Force Majeure Event"). Such non-performance will be excused for as long as such Force Majeure Event shall be continuing. The non-performing Party shall give prompt written notice to the other Party of such Force Majeure Event. If the Force Majeure Event exceeds two (2) months, GEHC may immediately terminate these Terms and Conditions without liability.

14.4. No Third Party Beneficiaries. These Terms and Conditions are entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions.

14.5. Notices. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to GEHC or the Buyer, as the case may be.

14.6. Product-Specific Terms and Conditions. Additional terms and conditions govern the sale of certain products, including, but not limited to, Software. Such additional terms and conditions are available from the sales

offices of GEHC and shall take precedence in the event of any inconsistency with these Terms and Conditions.

14.7. Relationship. The relationship of the Parties hereunder is that of independent contractors. Nothing in these Terms and Conditions shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

14.8. Severability. If any provision of these Terms and Conditions or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14.9. Waiver. Failure by either Party hereto to enforce any rights under these Terms and Conditions shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances..
