

**GE Healthcare**  
**Novii Call for Research Proposals**

**OFFICIAL RULES**

1. **LEGAL TERMS:** By submitting an Entry (as defined herein) to the GE Healthcare (“GEHC”) Novii Call for Research Proposals (the “CFP”) you are agreeing to be bound by the following legal terms (“Official Rules”).

2. **SUPPORTERS; ADMINISTRATOR:** The CFP is administered by GEHC, , 9900 Innovation Drive, Wauwatosa, WI 53226.

3. **GENERAL INFORMATION:** Research proposals are accepted based on scientific, medical, and health economic merit and alignment with GE Healthcare’s strategic research needs and shall in no way be linked to any commercial relationship or the value of any past, present or future commercial deal.

Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. Multiple entries are permitted and there is no limit to the number of entries which can be submitted. Each entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single entry, but a single individual must be designated as an “Official Representative” for each entry. Investigators are encouraged to submit entries for all research programs that align with the goals of this CFP.

You are solely responsible for checking applicable laws and regulations in your jurisdiction before participating in the CFP to make sure that your participation is legal. You are responsible for abiding by your employer's policies regarding participation in the CFP. If you are entering on behalf of a business partnership, company, institution, university or other entry, you are responsible for confirming with the applicable partnership, company, institution, university or other entity that your entry does not violate any policies set by that university, institution or other such relationship. GEHC disclaims any and all liability or responsibility for disputes arising between you and your employer, university, partner or other persons or entities related to this CFP. You are responsible for all taxes and reporting related to any research support that you may receive as part of this CFP. You may be subject to background screening as needed to assure the GEHC’s legal compliance.

4. **ELIGIBILITY:** The CFP is open to any current Novii user over the age of 18 or the age of majority in said individual’s geographic location and to all validly formed legal entities that have not declared or been declared in bankruptcy.

6. **HOW TO SUBMIT A PROPOSAL:** You must submit your research proposal via email directly to the Research Manager. Proposals submitted on behalf of a legal entity must then identify the individual serving as the entity’s Official Representative. By submitting your proposal, you formally accept the Official Rules for this CFP.

By registering and submitting a proposal, you agree that (a) all required fields are complete and all information in your Account is correct and accurate; (b) registration information is collected by GEHC in the United States, and may be transferred elsewhere globally as needed for the purposes of the CFP and GEHC’s business purposes. You further agree and acknowledge that you are solely responsible for the security, accuracy and use of your Account.

Each CFP registrant is referred to as an "Entrant" or “Applicant” in these Official Rules and as “Entrant” or “Applicant”.

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GEHC is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or other issues related to data such as quality, access or security. GEHC is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. GEHC disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the CFP.

GEHC reserves the right to modify, remove or add data to the CFP posting. GEHC reserves the right in their sole discretion to extend or modify the dates of Challenge and/or entry submission dates, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change upon notice to Entrants via email using the email address associated with their Accounts and/or by such other reasonable means as GEHC may determine.

BY REGISTERING FOR THE CFP, YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF GEHC AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE CFP. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN DO NOT SUBMIT A PROPOSAL FOR THE CFP. WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.

**7. CFP OBJECTIVE:** The objective of the CFP is to identify opportunities to utilize GEHC's Novii product for research.

**8. ENTRY GUIDELINES AND REQUIREMENTS:** An entry may address on-label or investigational CFPs, including screening, diagnosis, treatment guidance, and/or monitoring.

Your entry will be evaluated by an internal research committee. Entries that best meet the scientific, medical, and health economic merit and alignment with GE Healthcare's strategic research needs as determined by the committee will be selected to receive research support.

Entrants are responsible for ensuring that all aspects of any research being proposed is compliant with Good Clinical Practice (GCP) guidelines, where applicable, as well as all local and federal regulations including HIPAA. Local IRB and IACUC approval at the time of submission is not required.

**9. INTELLECTUAL PROPERTY:** By simply submitting an entry and participating in this CFP, you are not granting GEHC any rights to any existing patents or future patents related to the technology described in your entry. However, except for portions of any entry covered by an issued and enforceable patent you may own, GEHC shall have the unrestricted right to use, reproduce, distribute, perform, display or create derivative works based upon any submitted ideas or materials and associated intellectual property rights relating to your entry (collectively "Entry IP"), and to allow others to do the same. Moreover, you acknowledge that your submission of the entry in this CFP may prevent you from obtaining patent protection relating to the entry because your submission is not confidential and thus it

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may be considered a publication event. As such, if you desire patent protection relating to your submission, you should file any associated patent applications prior to submitting your entry.

By submitting an entry and participating in this CFP, you do grant GEHC certain limited rights, as set forth in these Official Rules. By submitting an entry, you consent to the use, by GEHC, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, image, biographical information, your company or institution name (if your entry is from a company or institution) and any other personal data submitted with your entry and the contents in your entry (including any created works), in connection with the CFP, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. You agree that nothing in the Official Rules grants you a right or license to use the GEHC name or any GEHC trademark or service mark. You grant to GEHC the right to include your name, or your entity's name (if your entry is from a company, institution or other entity) as an Entrant and in materials related to GEHC's promotion of this CFP. Aside from the foregoing, by entering this CFP, you are not granting GEHC any rights to trademarks you may own.

10. RESEARCH RELATIONSHIP: The intent of this CFP is to provide opportunities directed towards advancing research. Mere participation in this CFP does not create an obligation on either your part or GEHC's part to negotiate or enter into any business relationship or to sign any commercial agreement.

AS A CONDITION FOR RECEIPT OF EQUIPMENT OR FINANCIAL SUPPORT , YOU MUST AGREE TO ENTER INTO A RESEARCH RELATIONSHIP WITH GEHC ON MUTUALLY AGREEABLE TERMS WHICH SHALL INCLUDE AN "AGREED UPON PLAN" TO GUIDE THE FINANCIAL AND/OR EQUIPMENT SUPPORT, AND WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, TERMS REGULATING THE TRANSFER OR LICENSING OF INTELLECTUAL PROPERTY RIGHTS, AN ASSET CONSIGNMENT AGREEMENT, AND/OR A CLINICAL RESEARCH AGREEMENT DIRECTED TO THE EXECUTION OF THE WINNING PROPOSED RESEARCH STUDY . THE AGREED UPON PLAN FOR GUIDED EQUIPMENT OR FINANCIAL SUPPORT WILL BE BASED UPON WINNER'S RECOMMENDATIONS AND MUST, AT A MINIMUM, SET FORTH (A) THE SCOPE, CLINICAL RESEARCH OBJECTIVES, CLINICAL RESEARCH RELATIONSHIP, TIMELINE AND DELIVERABLES FOR THE TWELVE (12) MONTH RESEARCH PERIOD; (B) AN EXPLANATION OF THE NECESSARY CONTRIBUTORS AND THEIR ANTICIPATED RESPONSIBILITIES AND DELIVERABLES; (C) A PROJECT BUDGET FOR UTILIZATION OF THE EQUIPMENT OR FINANCIAL SUPPORT, AND (D) TERMS FOR SUBMISSION OF A FINAL REPORT AT THE CONCLUSION OF THE RESEARCH PERIOD WHICH WILL SUMMARIZE RESULTS AND COMPARE OUTCOMES TO THE INITIAL PROPOSED RESULTS FOR THE RESEARCH STUDY (THE "AGREED UPON PLAN"). MANY OF THE INPUTS FOR THIS AGREED UPON PLAN WILL BE DRAWN FROM YOUR ENTRY.

11. PRIVACY: By entering this CFP, you acknowledge and agree that GEHC will have access to and use of any personal data provided in connection with your entry for the purposes described in these Official Rules, and as governed by the Privacy Policy posted on the GE Website <http://www.ge.com/privacy>. You further agree that GEHC may share the personal data provided in connection with your entry with designated third parties for purposes described in these Official Rules.

12. CONFIDENTIALITY: Since GEHC does not wish to receive confidential information, nor hold any submitted materials "in confidence," it is agreed that, with respect to your entry, no confidential relationship or obligation of secrecy is established between GEHC and you, the company or entity you

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represented when submitting an entry, or the owner of any part of your entry. Moreover, you acknowledge and agree that, as such, GEHC and their respective affiliates, subsidiaries, parents, contractors, and licensees and other business partners (as well as their respective successors and assigns) are not under any obligation of confidentiality with respect to the entry or any information contained therein, will have no obligation or liability to you or any other person or entity for the disclosure or other utilization of such entry or information, and will be free to use such entry or information for any purpose whatsoever. GEHC shall have no liability or responsibility for use by any other individual or entity of any aspect of your entry.

13. **WARRANTIES:** By submitting an entry, you represent and warrant that all information in your entry and all information that you submit via the CFP Research Manager is true and complete to the best of your knowledge, that you have the right and authority to submit the entry and disclose the information therein on your own behalf or on behalf of the persons and entities that you specify within the entry, and that your entry (and the underlying technology/method/idea described in the entry): a. is your own original work and representative of your capability, or is the original work of your team submitted with the permission of all team members with full and proper credit given within your entry; b. contains NO confidential information or trade secrets (yours or anyone else's); c. does not, to the best of your knowledge, violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; d. contains no malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; e. does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; f. triggers no reporting, or royalty or other obligation to any third party; and, g. has not won any other prize or award.

A breach of any warranty set out in this provision of the Official Rules will result in the corresponding entry being invalid. In addition, you agree to indemnify GEHC against all loss, damages and costs incurred by the GEHC arising from your breach of the warranty.

14. **JUDGING:** All entries will be evaluated by undergoing the evaluation processes to determine the most promising entries.

ALL DECISIONS OF GEHC WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS CFP.

15. **AWARDS:**

AS A CONDITION FOR RECEIPT OF RESEARCH SUPPORT, THE SELECTED INDIVIDUAL(S) OR ORGANIZATION(S) WILL BE REQUIRED TO EXECUTE ADDITIONAL DOCUMENTATION, WHICH WILL INCLUDE, BUT IS NOT LIMITED TO, A CLINICAL RESEARCH AGREEMENT.

Receipt of research support does not convey licensure, royalty, or other financial compensation, unless otherwise mutually agreed in writing between you and GEHC. You are responsible for all taxes and reporting related to any research support that you receive as part of the CFP.

Whether or not your entry is selected to receive research support depends on how your entry compares to the other entries submitted when evaluated based on the Judging Criteria.

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Novii Products and/or technologies mentioned may be subject to government regulation and may not be available in all countries. Device shipment in certain countries may not be possible.

16. **LIMITATION OF LIABILITY:** By participating in the CFP, you agree to release, indemnify and hold harmless GEHC and their respective affiliates, subsidiaries, parents, contractors, and licensees and other business partners, and advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees and successors and assigns (collectively, “GEHC Entities”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of your participation in, association with or submission to the Event (including any claims alleging that your entry infringes, misappropriates or violates any third party’s intellectual property rights). Supporter entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected entries. Any compromise to the fair and proper conduct of this CFP may result in the disqualification of an entry, termination of the CFP, or other remedial action, at the sole discretion of GEHC. GEHC reserves the right in their sole discretion to extend or modify the dates of the CFP, and to change the terms of these Official Rules governing any portion thereof taking place after the effective date of any such change. By entering, you agree to these Official Rules and to all decisions of GEHC and/or all of their respective agents, which are final and binding in all respects.

17. **NO OBLIGATION:** You acknowledge that multiple participants may submit entries that contain designs, concepts or technologies similar to your entry and that GEHC and/or its respective subsidiaries, parents, contractors, and licensees and other business partners may already be considering, investigating or developing, or may subsequently consider, investigate or develop independent of the CFP, technical solutions or business activities that are related or similar to those that you disclose in your entry. You acknowledge and agree that GEHC’s or any such other entity’s actions with respect to any such technical solutions or another entry, in each case even if related or similar to your entry or any technology described therein, shall not create in GEHC or any such other entity, any liability to you or others. Further, GEHC and its respective affiliates, subsidiaries, parents, contractors, and licensees and other business partners (as well as its respective successors and assigns) is not or shall not be restricted in any way from pursuing, developing, or commercializing, in any way that it sees fit, independent of you and in its sole discretion, any such technical solutions or business activities or other entries independent of the CFP and your entry. For the avoidance of doubt, you acknowledge and agree that GEHC is not obligated to take any action whatsoever with regard to your entry.

18. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

19. **WAIVER:** By entering the CFP, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys’ fees.

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20. APPLICABLE LAW: You agree that these terms and the relationship between you and the GEHC shall be governed by the laws of the United States and the State of New York.

You acknowledge and agree that all aspects and content of your entry, including the Entry IP, shall be treated as if made in the United States and United States laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the entry, including the Entry IP, may have been conceived and/or made.