

Service Agreement Terms and Conditions

1. **SERVICES PROVIDED.** The services listed in the quotation (the “Services”) are offered by GE HealthCare, only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the “Agreement”).
2. **EXCLUSIONS.** The Services do not include:
 - 2.1. Servicing or replacing components of the system Equipment other than those systems or components listed in the schedules that is at the listed location.
 - 2.2. Servicing System if contaminated with blood or other potentially infectious substances.
 - 2.3. Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with GE HealthCare written instructions or recommendations; (iii) any combining of the System with other manufacturers product or software other than those recommended by GE HealthCare; (iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than GE HealthCare subcontractor or GE HealthCare; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the System; or (vii) neglect or misuse of the System;
 - 2.4. Any cost of materials, supplies, parts, or labor supplied by any party other than GE HealthCare or GE HealthCare subcontractors.
3. **CUSTOMER RESPONSIBILITIES.** During the term of this Agreement, Customer will:
 - 3.1. Ensure that the Site is maintained in a clean and sanitary condition; and that the System, product or part is decontaminated prior to service as per the Instructions in the User manual.
 - 3.2. Maintain operating environment within OEM specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system).
 - 3.3. Use the System in accordance with the published manufacturer’s operating instructions.
4. **SYSTEM AVAILABILITY.** If Customer schedules service and the system is not available at the agreed upon time, then GE HealthCare may cancel the service and/or charge the Customer at the prevailing demand service rates for all time spent by GE service personnel waiting for access to the System.
5. **PAYMENT.** All payments under this Agreement are due thirty (30) days from the date of GE HealthCare invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law. Any payment disputes must be raised by Customer before the payment due date.
6. **EXCUSABLE DELAYS.** GE HealthCare is excused from performing under this Agreement when GE HealthCare delay or failure to perform is caused by events beyond GE HealthCare reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
7. **TERM AND TERMINATION.**
 - 7.1. The term of this Agreement shall be set forth in the Schedule A attached hereto and incorporated herein.
 - 7.2. This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon sixty (60) days written notice to GE HealthCare (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by GE HealthCare, provided that GE HealthCare may avoid such cancellation by curing the condition of breach or default within such sixty (60) day notice period.
 - 7.3. In addition, if the Customer sells or otherwise transfers any of the System to a third party and the

System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with GE HealthCare with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such System upon no less than thirty (30) days prior written notice to GE HealthCare, in which case the Customer shall pay to GE HealthCare any remaining amounts due for the remaining term of the Agreement.

7.4. GE HealthCare may terminate this Agreement without cause on thirty (30) days written notice to the other Party.

7.5. If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay GE HealthCare the amount by which its expenditures exceeded its contributions within five (5) business days of such termination

7.6. Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and GE HealthCare. In such an event, GE HealthCare may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

8. END OF LIFE. If GE HealthCare determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by GE HealthCare, then GE HealthCare may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

9. WARRANTY DISCLAIMER. GE HealthCare full contractual service obligations to Customer are described in this Agreement. GE HealthCare provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY GE HEALTHCARE SUBCONTRACTOR OR GE HEALTHCARE.

10. LIMITATIONS OF LIABILITY AND DISCLAIMER. GE HealthCare total liability, if any, and Customer's exclusive remedy with respect to the Services or GE HealthCare performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY GE HEALTHCARE NEGLIGENCE. GE HEALTHCARE WILL HAVE NO LIABILITY FOR ANY ASSISTANCE GE HEALTHCARE PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT. 11.2 IN NO EVENT SHALL GE HEALTHCARE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

11. THIRD PARTY MANAGEMENT. If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, GE HealthCare will route invoices for payment of services rendered by GE HealthCare to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by GE HealthCare are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. GE HealthCare has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services GE HealthCare provides are not



covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and services on demand.

12. **TAXES.** Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless GE HealthCare receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by GE HealthCare net income.

13. **INDEPENDENT CONTRACTOR.** GE Healthcare is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. GE HealthCare employees and GE HealthCare subcontractors are under GE HealthCare exclusive direction and control. GE HealthCare has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

14. **RECORD RETENTION AND ACCESS.** If Section 1861(v)(1)(l) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, GE HealthCare shall retain and make available, and insert the requisite clause in each applicable subcontract requiring GE HealthCare subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

15. **HIPAA, PRIVACY.** GE HealthCare complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request GE Healthcare will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, GE HealthCare may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). GE HealthCare will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

16. **CONFIDENTIALITY.** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

17. **SUBCONTRACTS AND ASSIGNMENTS.** GE HealthCare may choose to subcontract any or all of GE HealthCare service obligations to Customer or other activities performed by GE HealthCare under this Agreement. GE HealthCare has retained the services of Salus Medical Products to provide service under this contract. However, GE Healthcare may, at its discretion, subcontract to alternate service providers. No such subcontract will release GE HealthCare from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without GE HealthCare prior express written consent, which will not be unreasonably withheld.

18. **INSURANCE.** Upon Customer request GE HealthCare will provide a Certificate of GE HealthCare insurance coverage.



19. RULES AND REGULATIONS. To the extent made known in writing to GE HealthCare, GE HealthCare and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established GE HealthCare policies.

20. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW. Customer's obligation to pay any money due to GE Healthcare under this Agreement survives expiration or termination of this Agreement. All of GE HealthCare rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement. The law of the state in which the System is located will govern any interpretation of this Agreement and dispute between GE HealthCare and Customer without regard to the principles of choice of law.

21. ENTIRE AGREEMENT; EXHIBITS. This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by GE HealthCare authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the schedule shall govern.

22. AUTHORITY TO EXECUTE. The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.