General Terms & Conditions

1. By ordering Pharmaceutical Diagnostics Products ("PDx Product") directly from GE HealthCare, Inc., and/or Medi-Physics Inc. DBA GE HealthCare its subsidiaries and/or affiliates, as may be applicable (collectively, "GE HealthCare"), the purchaser("Customer") agrees to be bound by and accept the terms and conditions contained herein (this "Agreement"). If Customer has signed a written agreement with GE HealthCare regarding the purchase of PDx Products, such written agreement shall govern, including purchases from the Pharmaceutical Diagnostics website. In the absence of such an agreement or in the event such agreement is silent as to a specific term or condition, the terms and conditions contained in this Agreement shall apply to all Customer purchases. These terms may not be amended, altered or supplemented without a written agreement between Customer and GE HealthCare. Customer acknowledges and agrees that GE HealthCare reserves the right to amend these terms and conditions at any time and in its sole discretion.

2. Payment.

A. **Order Confirmation**. Regardless of whether such order is placed with or delivered to Customer by or through a radiopharmacy, courier, or other intermediary GE HealthCare's acceptance of Product purchase orders will be deemed to occur at the time that the Product is shipped from a GE HealthCare facility ("Shipment Date"). The order shall be invoiced at the price in effect on the Shipment Date and not the date of placing the order. Orders may be placed electronically (by web portal or email,) or via fax.

B. Invoicing. Invoices are due and payable within thirty (30) days from the date of invoice. Customer must provide GE HealthCare with notice and basis of payment disputes prior to the payment due date and timely pay any undisputed amounts. For any undisputed late payment, GE HealthCare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law on such unpaid amounts; and (iii) offset such unpaid amounts against any amounts GE HealthCare owes Customer.

C. Taxes. Prices set forth in this Agreement do not include applicable taxes, which are Customer's responsibility, unless it otherwise timely provides GE HealthCare with a valid exemption certificate.

4. **Discount and Rebate Reporting**. All discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer acknowledges that it is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HealthCare any information beyond the invoice needed to fulfill Customer's cost reporting obligations.

6. **Product Changes**. GE HealthCare reserves the right, without incurring any liability, to: (a) alter the specifications for any Product in a manner that does not materially affect the performance or price thereof; (b) discontinue the manufacture or sale of any Product; or (c) manufacture and/or sell new products.

7. **Clinically Appropriate**. The Parties acknowledge and agree that nothing in this Agreement shall be construed as requiring or encouraging the use of Products where they are not clinically appropriate or in the best interest of the patient. Customer shall exercise its independent medical judgment and is solely responsible for determining whether Products are clinically appropriate.

8. **Delivery; Transportation; Title; and Risk of Loss**. Shipping terms are FOB Destination. Title and risk of loss to Product passes to Customer upon delivery to Customer's designated delivery location. Where applicable, GE HealthCare will pass through to Customer any additional charges. All delivery dates are quoted in good faith, but GE HealthCare reserves the right to alter them, notifying Customer as soon as reasonably practicable.

9. **Acceptance; Returns**. Customer shall immediately inspect Product upon receipt and notify GE HealthCare in writing within a reasonable period of time, taking into consideration the nature of the Product, but under no circumstances more than ten (10) days of any short delivery or defects reasonably discoverable on careful examination. In absence of such notice, Customer is deemed to have accepted the Product. GE HealthCare's sole obligation, in its discretion, shall be either to replace or refund the purchase price of any undelivered or defective Product. Customer has no right to return Products that are expired, undersold, overstocked, or damaged after acceptance.

10. **Compliance with Laws**. The Parties agree to comply with all applicable Federal, State, and local laws and regulations including without limitation the federal False Claim Act, applicable state false claims acts, federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), cost reporting including 42 C.F.R. § 1001.952(g) and (h) and corresponding safe harbor regulations, applicable state anti-kickback laws and licensure requirements.

12. **Warranties**. GE HealthCare warrants that at the time of delivery its Products comply with the specifications (as set forth in the regulatory approvals for such Product) and are manufactured, sold, and shipped materially in accordance with applicable law. GE HealthCare's sole obligation in the event of a warranty claim will be, at GE HealthCare's option, to (a) replace the defective Product, or (b) refund to Customer the purchase price paid for such defective Product. ALL OTHER WARRANTIES AND REPRESENTATIONS, (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR PURPOSE (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY DISCLAIMED. In addition, GE HealthCare has no obligation to Customer for warranty claims: (a) related to improper storage or handling after delivery to Customer, or (b) if Customer uses the Product for non-medical use or outside the United States.

Customer represents and warrants that it is acquiring Products from GE HealthCare pursuant to the Agreement for its own use and not for resale. Customer warrants that its end users will handle the Products in a safe manner in accordance with industry standards; and dispose of any waste originating from the Products in accordance with all applicable regulations.

13. **Limit of Liability**. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO THE LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMITATION. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

14. **Exclusion of Damages**. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Notices**. Any notice required under this Agreement will be in writing and deemed given on the date delivered to the recipient if sent by overnight delivery service, or when accessible electronically if transmitted via e-mail (it being agreed that the sender will retain proof of delivery or transmission, as applicable). Notice to Customer will be directed to the address on this Agreement, and notice to GE HealthCare to General Counsel, 3350 North Ridge Avenue, Arlington Heights, IL 60004-1412, Email: pdx.legalUSA@gehealthcare.com.

16. **Confidentiality**. Each Party will treat this Agreement and the other Party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customer is not prohibited from discussing patient safety issues in appropriate venues.

17. **Force Majeure**. Performance time for non-monetary obligations will be reasonably extended for delays beyond a Party's control.

18. **Jurisdiction**. The Agreement shall be construed in accordance with, and disputes shall be governed by the laws of the State of Delaware, and any legal action will be held exclusively in the state and federal courts in the State of Delaware without giving effect to any choice or conflict of law provisions or rule. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

19. **Indemnity**. Customer and GE HealthCare ("Indemnitor") agree, to defend, indemnify, and hold harmless the other Party, its officers, directors, agents and employees ("Indemnitee") from third- party claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and cost of suit ("Damages"), if and to the extent such Damages are proximately caused by the Indemnitor and is determined by a court of competent jurisdiction to be the Indemnitor's legal liability, and provided that the Indemnitee takes commercially reasonable steps to mitigate any third-party Damages. The indemnification obligations set forth in this Section are conditional upon the Indemnitee providing the Indemnitor prompt written notice of any claim, allowing the Indemnitor to control the defense and disposition of such claim, and cooperating with the Indemnitor in the defense.

20. **Adverse Event Reporting**. Customer shall adhere to all requirements of applicable law and regulations that relate to the reporting and investigation of any Adverse Event as defined below. The Customer shall make reasonable efforts to promptly inform GE HealthCare Global Pharmacovigilance of any safety-related issues (within or outside the United States of America) including but not limited to: (i) Adverse Events; (ii) reports with or without Adverse Events of exposure during pregnancy (embryo or fetal exposure through maternal or paternal exposure), exposure during breastfeeding, accidental exposure, off-label use, overdose, misuse, abuse and medication errors, occupational exposure, falsified Product, suspected transmission by a Product of an infectious agent, and drug interactions; (iii) lack of efficacy or performance related complaints; (iv) medical enquiries concerning the Products; (v) all correspondence with regulatory authorities regarding safety issues; (vi) and any other issue which could be relevant to GE HealthCare's pharmacovigilance or medical devices vigilance obligations in relation to the Products. For the purposes of this section Adverse Event is defined as: (i) any untoward medical occurrence in a patient or clinical investigation subject administered a Product which does not necessarily have a causal relationship with this treatment, or (ii) any unfavorable and unintended sign (e.g., an abnormal laboratory finding), symptom, or disease, temporally associated with the use of a Product, whether or not related to the Product; or occurring from drug overdose whether accidental or intentional, from drug abuse, from drug withdrawal; and any failure of expected pharmacological action which may include reduced effectiveness under the conditions of use prescribed in the labelling of such drug, but which may not include reduced effectiveness that is in accordance with such labelling. Contact GE HealthCare Global Pharmacovigilance: Telephone: +1-800-654-0118 Reporting Adverse Events: gpv.drugsafety@gehealthcare.com Compliance Questions: gpv.compliance@gehealthcare.com

20. **Waiver; Survival; Severability.** Any failure to enforce any provision of the Agreement is not a waiver of that provision or of either Party's right to later enforce each and every provision. The terms of the Agreement that by their nature are intended to survive its expiration will continue in full force and effect after its expiration. The provisions of the Agreement are severable from each other.

20. Use of Marks. GE is a trademark of General Electric Company and is being used under trademark license. Neither Customer, nor its affiliates, subcontractors, or agents can use the GE or GE HealthCare name, or the GE monogram without the express written consent of GE HealthCare. In addition, neither Party may advertise or promote using the name or description of the other Party without in each instance the express prior written consent of the other Party.

21. **Neutral Construction.** No provision of this Agreement is to be interpreted for or against either Party because that Party or its legal representative drafted such provision.

22. **Minimum Order Requirement.** For orders less than five hundred dollars ($500) of GE HealthCare's PDx Products the cost of freight and insurance shall be added to the invoice.

23. **Adverse Event Reporting.** Customer shall adhere to all requirements of applicable law and regulations that relate to the reporting and investigation of any adverse event. The Customer shall promptly, but no later than three (3) working days from first contact, inform GE HEALTHCARE Global Pharmacovigilance of: **a.** any complaint, including any quality and safety issues (including but not limited to adverse events, exposure during pregnancy, off-label use, overdose, misuse, abuse and medication errors); **b.** lack of efficacy or performance related complaints; **c.** after sales enquiry concerning the Products; **d.** all correspondence with Regulatory Authorities regarding safety issues; **e.** and any other issue which could be relevant to GE HEALTHCARE's pharmacovigilance or medical devices vigilance obligations in relation to the Products. Contact the GE HEALTHCARE Global Pharmacovigilance: Telephone (US and Canada): +1-800-654-0118
International Telephone: 1-774-843-3800 Reporting Adverse Events: gpv.drugsafety@ge.com

Additional Terms. The additional terms below are for the product categories listed and are in addition to the general terms above. In the event of a conflict between the additional terms and the general terms, the additional terms shall govern.

Additional Terms for Nuclear Imaging Agents

1. **Incorporation.** These Additional Terms and Conditions for Nuclear Imaging Agents applies only to the license, purchase and use of GE HealthCare's Nuclear Imaging Agent Products (e.g. Myoview™ (Kit for the Preparation of Technetium Tc99m Tetrofosim for Injection), Ceretec™ (Kit for the Preparation of Technetium Tc99m Exametazine for injection), DaTscan™ (Ioflupane I 123 Injection) for Intravenous Use), Indium Oxine (Indium 111 OXYQUINOLINE SOLUTION), AdreView™ (Iobenguane I 123 Injection), Indium-111 DTPA (Pentatate Indium Diosodium In-111), Flyrcado™ (flurpiridaz F-18 injection), Vizamyl™ (Flutemetamol F 18 Injection) and Nephroscan™ (Kit for the Preparation of Technetium Tc99m Succimer Injection) obtained by Customer from GE HealthCare.

2. **Licensing Requirements**. Prior to release of Nuclear Imaging Agent Product for shipment, Customer will send an up-to-date copy of all relevant and required licensing issued by all relevant regulating authorities directly to the purchase location.

3. **Containers**. When GE HealthCare supplies Nuclear Imaging Agent Products in returnable containers, the containers must be returned to GE HealthCare.

4. **Additional Delivery Terms**. Customer shall ensure that adequate and safe facilities and procedures exist for receipt of the Nuclear Imaging Agent Products at its premises at the time of delivery by GE HealthCare or its agent or carrier. All delivery dates are quoted in good faith, but GE HealthCare reserves the right to alter them, notifying Customer as soon as reasonably practicable. Any shipments from GE HealthCare will be done via GE HealthCare's chosen courier.

5. **Transfer Restrictions**. Nuclear Imaging Agent Products shall not be sold or transferred for consideration by Customer to any third party, including any third-party radio-pharmacy, provided that Customer may dispense the Nuclear Imaging Agent Products (including resulting unit dose forms of the Nuclear Imaging Agent Products) to patients of Customer.

6. **Unit Dosing.** Customer represents and warrants that it will adhere to dosing regimens determined by the applicable PDx Product label. GE HealthCare shall have the right at reasonable times to audit the Customer's books and records that record the compounding, distribution and sales of unit doses to assure adherence to the dosing regimens.

Additional Terms for FASTlab™ Cassette Products

1. **Incorporation.** These Additional Terms and Conditions for FASTlab Cassettes applies only to the license, purchase and use of GE HealthCare's FASTlab Cassette Products. In the event of conflict between these Additional Terms for FASTlab Cassettes on one hand and the terms and conditions of the Agreement on the other, these Additional Terms for FASTlab Cassettes shall govern with respect to the FASTlab Cassette Products.

2. **Ordering; Delivery**. Customer may order FASTlab Cassette Products by either telephone at 1-866-408-7333 or via email at TherapyOrdersUSA@geHealthCare.com. GE HealthCare will make commercially reasonable efforts to ship all orders on the same day when placed before the cutoff time of 3pm Central Standard Time. All delivery dates are quoted in good faith, but GE HealthCare reserves the right to alter them, notifying Customer as soon as reasonably practicable. Unless otherwise stated on the invoice, Customer is subject to a delivery fee for each order of FASTlab Cassette Products.

3. **Additional Disclaimers for FASTlab Cassettes**. IN ADDITION TO THE WARRANTY DISCLAIMERS LISTED IN THE MAIN BODY OF THIS AGREEMENT, FOR THE AVOIDANCE OF DOUBT, GE HEALTHCARE MAKES NO REPRESENTATION, OR WARRANTY THAT ANY TRACERS, DRUGS, OR SUBSTANCES PRODUCED, OR DEVELOPED USING THE FASTLAB CASSETTE PRODUCTS OR THE FASTLAB TECHNOLOGY PLATFORM WILL BE SUITABLE FOR CLINICAL USE, OR WILL HAVE BEEN MANUFACTURED IN ACCORDANCE WITH APPLICABLE LAWS GOVERNING THE MANUFACTURE AND CLINICAL USE OF SUCH PRODUCTS.

4. **Permitted Use and Site Preparation.** FASTlab Cassette Products shall only be used with GE HealthCare FASTlab platforms. Customer will be responsible, at its expense, for preparing the site where the FASTlab Cassette Products will be used in accordance with

GE HealthCare's requirements and applicable laws. GE HealthCare has the right to refuse to deliver if the site has not been properly prepared or there are any other impediments to delivery.

5. Environmental Health and Safety. Customer is responsible for making timely application of, obtaining, and maintaining all permits, licenses and authorizations needed to lawfully use the FASTlab Cassette Products.

5.1. Customer shall have the sole responsibility and liability for full compliance with all environmental, health, safety and radiation safety laws, regulations, permits, licenses and authorizations that apply as a result of use of the FASTlab Cassette Products. Customer shall ensure that it maintains a suitable, qualified and experienced Radiation Safety Adviser to oversee all aspects of radiation related safety at Customer's facility**.**

5.2. Customer is the generator and owner of all wastes and emissions, including radioactive wastes and emissions, created or associated with use of the FASTlab Cassette Products. Customer shall have sole responsibility and liability for the proper storage, handling, transport, disposal of the FASTlab Cassette Products and reporting of wastes and emissions. Customer is also solely responsible for the costs related with waste emissions and disposal.

6. Intellectual Property Rights. Title to all intellectual property rights in relation to the Cassettes shall remain with GE HealthCare. Customer shall not in any way alter, modify, characterize, or reverse engineer any Cassette. Title to all intellectual property rights to the any tracers, drug compounds, or other substances products ("Tracers") that are owned or controlled by GE HealthCare as of the date of purchase shall remain with GE HealthCare.

7. Responsibility for Research/Investigational Tracers. Customer acknowledges and accepts responsibility for ensuring that any Tracer, drug product or other substance that is (i) produced or developed with the Cassettes sold pursuant to these terms, and (ii) not approved or licensed by the U.S. Food & Drug Administration for clinical use in humans, is not used in humans unless such use complies with all applicable regulatory requirements for research use in humans, including but not limited to investigational product and informed consent regulations.

THESE INVESTIGATIONAL TRACERS SHALL: (A) BE USED BY CUSTOMER ONLY FOR RESEARCH ACTIVITIES AT THE CUSTOMER'S SITE AND SHALL AT ALL TIMES REMAIN SOLELY UNDER THE CONTROL OF CUSTOMER; (B) NOT BE USED OR DELIVERED BY CUSTOMER TO OR FOR THE BENEFIT OF ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF GE HEALTHCARE; (C) NOT BE USED OUTSIDE OF OR BEYOND RESEARCH ACTIVITIES, OR FOR ANY COMMERCIAL DISTRIBUTION, INCLUDING, WITHOUT LIMITATION, UNDER A COMMERCIAL CONTRACT MANUFACTURING ARRANGEMENT; AND (D) NOT OTHERWISE BE RESOLD FOR ANY COMMERCIAL PURPOSE.

Additional Terms DaTQUANT™ Software

1. GRANT OF LICENSE FOR SOFTWARE. Subject to payment of any agreed fees, GE HEALTHCARE grants Customer a nonexclusive, non-transferable, royalty-free, limited subscription license to use the Software and Documentation (defined below) on a single computer to support imaging conducted at the single facility ("Facility") for internal business purposes for the duration of the License Term. "Documentation" is defined here as the user manuals, on-line help functions and user instructions, regarding the operation, installation and use of the Software as made available by GE HEALTHCARE to Customer. Where GE HEALTHCARE incorporates third party software into this Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

2. Copyright. The Software (including any databases, processes, and output) and Documentation is owned/licensed by GE HEALTHCARE and is protected by copyright laws of United States and other countries and by international treaty provisions. Title to the Software and Documentation (including, but not limited to originals, translations, compilations and partial copies, if any, and any intellectual property rights therein) shall not pass to Customer. No license rights are granted (implied or otherwise) to Customer except as specifically provided in this Agreement.

3. Restrictions. Customer may not rent, lease, or sell the Software. Customer may not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt: (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software, or to expand the functionality of the Software for use at multiple Facilities; or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Software (except to the extent that such activities may not be prohibited under applicable law). The Software is provided with Restricted Rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1), and (2) of Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable.

4. Backup. Except for one back-up copy for internal purposes only, Customer may not make copies of the Software and Documentation for any other purpose unless authorized in writing by GE HEALTHCARE. If authorized to make copies, Customer must mark such copies and include a copy of this Agreement. Customer must reproduce proprietary notices on any copies of the Software. Customer is solely responsible to maintain relevant back-up procedures and GE HEALTHCARE shall not be liable for any loss of data.

5. No Warranties. GE HEALTHCARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO USE OF THE LICENSED PROGRAMS UPDATES. CUSTOMER'S USE OF ALL SUCH PROGRAMS ARE AT CUSTOMERS' OWN RISK. GE HEALTHCARE PROVIDES THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." GE HEALTHCARE DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM, OR PROCESSED BY, THE LICENSED PROGRAMS. TO THE EXTENT PERMITTED UNDER LAW, LICENSOR EXCLUDES ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. NO GUARANTEE OF UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OPERATION IS MADE.

6. Disclaimer of Warranties. No agent, employee, or representative of GE HEALTHCARE has any authority to bind GE HEALTHCARE or any of its suppliers or licensors to any affirmation, representation, or warranty concerning the Software and services provided in this Agreement; and any affirmation, representation, or warranty made by any agent, employee, or representative shall not be enforceable by Customer.

7. SUPPORT SERVICES. GE HealthCare will provide reasonable technical support remotely to diagnose and address Software related errors that result from a failure of the Software to perform substantially in accordance with GE HealthCare's Documentation, provided such errors are verifiable and reproducible, during the License Term ("Support Services"). Technical support is available Monday-Friday, from 8:00 a.m. to 5:00 p.m. Central Time (CT), excluding GE HealthCare holidays, in response to inquiries by Customer.

Customer should be familiar with any applicable Software manuals and other user guidance documents to detect and resolve minor Software needs to help drive increased efficiency and minimize downtime. Documentation and online help through GE HealthCare's Online Service Center is available to users to assist with guidance in completion of tasks. If, after consulting these materials, Customer still needs more information, they should request assistance from their designated internal escalation contact (e.g. Customer IT Help Desk or System Administrator). In addition, Customer should comply with the procedures, deliverables, and expectations as set forth in the Documentation.

GE HealthCare may require access to Customer systems and servers to diagnose and/or resolve reported errors. A screen-sharing connection via broadband or other secure means of remote connectivity as specified by each support team is required to enable GE HealthCare to remotely connect to Facility. If GE HealthCare cannot gain access to Customer's systems and/or servers to diagnose and resolve an error, an escalation process through management at Facility should be available to ensure GE HealthCare's ability to provide timely support. GE HealthCare will not be responsible for any failure to perform its obligations under this Agreement that results from Customer's refusal or inability to provide access to its systems and/or servers. GE HealthCare only accesses Customer's systems and servers upon Customer's request for services and/or with Customer's approval. GE HealthCare does not independently review or monitor Customer data.

Customer is solely responsible for support for any error determined by GE HealthCare to be caused by Customer, a third party, or a third party product, service, or procedure not authorized by GE HealthCare in writing. Support Services do not include: (i) training of Customer's personnel; (ii) interfaces, and changes to interfaces; (iii) on-site services and/or services that cannot be performed remotely; and (iv) all other services unless otherwise stated in this Agreement. GE HealthCare may provide additional services, at its sole option, and at its then-current rates. These additional support services, and all other billable expenses, including, but not limited to, actual travel, living and incidental expenses, including travel time, shall be invoiced separately as incurred.

8. Software Updates and Software Upgrades

a. "Software Updates" are included under this Agreement. A Software Update is defined as any error-correction or modification that maintains existing Software features and functionality made generally available to GE HEALTHCARE's customer installed base for this Software. Customer is solely responsible to ensure that all data is appropriately backed up prior to installation of any Software Update. Software Updates DO NOT include any separately licensed software modules which provide additional functionality relating to an application or feature for the Software.

b. "Software Upgrades" are not included under this Agreement. Software Upgrades are defined as any revisions or enhancements of the Software by GE HEALTHCARE that improve or expand existing software features or functionality that are generally made available for purchase by any GE HEALTHCARE customer for a fee.

c. Additional hardware and/or software (including upgrades to third party software, such as operating system software) required for Software Updates are excluded from this Agreement. Customer is responsible for the cost of such additional hardware and/or software upgrades and such other changes (including training, project management and integration services) as may be necessary to support the Software Updates.

d. Failure to install the latest GE HEALTHCARE approved Software Updates may result in additional fees and will adversely impact GE HEALTHCARE's ability to deliver Support Services to Customer. Customer is encouraged to

remain current on Software Updates to receive the benefit of available software corrections. Actual frequency, versioning and release types may vary depending on the Software. GE HEALTHCARE will not be responsible for its inability to service the Software if the Software has not been updated to the latest Software Update.

9. **Network Security**. Customer will ensure database management, network security, virus protection, backup, data integrity, and recovery of any data, images, software or equipment; GE HEALTHCARE is not responsible for any recovery of lost data or images.

10. **Compliance**. Each party will comply with all applicable laws and regulations, and Customer is licensing Software for its own medical, non-entertainment use in the United States. SUCH USE OR INTENDED USE OF THE PRODUCTS FOR NON-CLINICAL PURPOSES WILL VOID ANY APPLICABLE WARRANTY. Customer acknowledges that it is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HEALTHCARE any information beyond the invoice needed to fulfill Customer's cost reporting obligations.

11. **Use of Data**.

    a. Protected Health Information. To the extent GE HEALTHCARE creates, receives, maintains, transmits or otherwise has access to any protected health information ("PHI") in the course of performing under this Agreement, GE HEALTHCARE shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

    b. Other Information. Customer agrees that GE HEALTHCARE may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's product, service, system and software, that is gathered periodically to facilitate the provision of Software support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE HEALTHCARE or its agents may use such information to provide, develop or improve GE HEALTHCARE's products or services.

12. **Medical Diagnosis and Treatment**. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's sole responsibility. The Software does not make clinical or other decisions and is not a substitute for competent, properly trained and knowledgeable healthcare staff who brings professional judgment and analysis to the information presented by the Software.

13. **License Expiration**. Upon termination or expiration of this Agreement for any reason: (i) Customer's license to the Software will immediately terminate and Customer must immediately cease use of the Software; (ii) GE HEALTHCARE will deny Customer access to the Software or otherwise disable functionality within the Software itself; (iii) GE HEALTHCARE obligation to provide Support Services will end; (iv) Customer will permanently delete all copies of the Software from its facilities and, upon request, will promptly provide GE HEALTHCARE with written certification of such deletion; and (v) Customer will make payment on any outstanding payments owed to GE HEALTHCARE within 30 days of the effective date of termination or expiration. Neither the Software nor service stated herein is cancellable unless otherwise permitted under the EULA. GE HealthCare may terminate any DaTQUANT™ license if Customer materially breaches the terms herein, Customer must be given prompt written notice and thirty (30) days from receipt of notice to remedy. GE HealthCare may agree in its sole discretion to extend the thirty (30) day period for so long as the Customer continues reasonable efforts to cure the breach.