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STRATEGIC SUPPLY AGREEMENT

This **STRATEGIC SUPPLY AGREEMENT** ("**Agreement**") is entered into as of the **1st January** day of 2025 ("**Effective Date**"), by and between GE Precision Healthcare LLC, a GE HealthCare Business, a Delaware limited liability company, with a principal address at 3000 N Grandview Blvd., Waukesha, WI 53188 ("**Buyer**" or "**GEHC**") and DIVA LABORATORIES, LTD**,** a **Taiwanese** corporation, having a principal place of business at 9F N°351, Sec2, Zhongshan Rd., ZhongHe Dist., New Taipei City 235 Taiwan] ("**Supplier**").

1. DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the GEHC Purchase Terms attached hereto as Appendix 2.

2. PURCHASES

(a) Buyer or any of its Affiliates may purchase Products from Supplier or any of its subsidiaries at the prices agreed to in this Agreement in such amounts as Buyer may order from time to time during the Term of this Agreement. As used herein, Products shall include (a) any or all of the Products specified in Appendix 1 hereto; and (b) those items otherwise purchased from Supplier or its subsidiaries by Buyer or its Affiliates during the Term of this Agreement (unless other terms are mutually agreed upon in writing).

(b) In the event that any Affiliate issues an Order to Supplier or any Supplier subsidiaries pursuant to this Agreement, such Order: (a) shall be governed by the terms of this Agreement; (b) shall be deemed a separate contract between the Affiliate and Supplier or its subsidiaries , respectively; and (c) is an independent contractual obligation from any other Order. The term "Buyer" as used in this Agreement shall, for the purposes of any Order issued by or on behalf of an Affiliate hereunder, be deemed to include only the Affiliate identified in such Order. The Parties expressly agree that Buyer shall have no liability, nor shall Buyer incur any obligation or be responsible, for the failure of any Affiliate to perform its obligations under this Agreement or any Order issued hereunder.

(c) In addition, the Parties hereto acknowledge and agree that Buyer may direct certain third party suppliers, including third party contract manufacturers, packagers and distributors ("**Tier 1 Supplier(s)**") to purchase Products from Supplier pursuant to this Agreement for resale to Buyer. In the event that a Tier 1 Supplier issues a purchase order (PO) to Supplier for the Products pursuant to this Agreement: (i) such PO shall incorporate by reference the terms of this Agreement; (ii) such PO shall be a separate contract between the Tier 1 Supplier and Supplier; (iii) the term "Buyer" as used in this Agreement shall, for the purposes of such PO issued by a Tier 1 Supplier hereunder, include only the Tier 1 Supplier issuing such PO; (iv) the parties expressly agree that neither Buyer nor any of its Affiliates shall have any liability and neither Buyer nor any of its Affiliates shall incur any obligation or be responsible for the failure of any Tier 1 Supplier to perform its obligations under this Agreement or any PO placed hereunder; (v) Supplier shall sell such Products to the Tier 1 Suppliers pursuant to the terms of this Agreement; and (vi) Tier 1 Supplier and Supplier shall comply with all terms of this Agreement in such sales to the Tier 1 Supplier, just as it would if Buyer or any of its Affiliates was purchasing the Products directly from Supplier, including but not limited to complying with all warranty, indemnity and other obligations set forth in this Agreement. In consideration for Buyer or any of its Affiliates specifying the purchase of Products pursuant to this Agreement by the Tier 1 Suppliers, Supplier hereby agrees that Buyer and any of its Affiliates shall each be a third party beneficiary to Tier 1 Supplier POs issued pursuant to this Agreement. Notwithstanding the foregoing, in the event a Tier 1 Supplier issues POs for Products from Supplier pursuant to this Agreement, such Tier 1 Supplier and Supplier may agree to payment terms for such purchases that are different from those set forth herein.

(d) Notwithstanding anything to the contrary, Buyer is under no obligation or commitment to purchase or license any Products from Supplier until Buyer issues a firm Order for Products subject to the terms of this Agreement. An Order consists of a Buyer-issued: (i) hard copy purchase order, (ii) electronic message sent in accordance with Section 22 of Appendix 2, or (iii) any other Buyer written communication to Supplier that complies with the requirements of this Agreement. Orders released by Buyer will include: (a) an Order number, (b) Product delivery date(s), and (c) Product quantities.

(e) All purchases under this Agreement are subject to the Standard Terms of Purchase (the "**GEHC Purchase Terms**"), incorporated by reference and attached as Appendix 2, and any agreed updates, changes and modifications to the same. All Orders, acceptances and other writings or electronic communications between the parties shall be governed by this Agreement. The term "Order" used in Appendix 2 shall also mean as the context requires this Agreement.

(f) Supplier will be deemed to have accepted an Order issued by Buyer in accordance with the terms of this Agreement upon its Submission Date, unless rejected by Supplier as set forth below. The "**Submission Date**" is the date that Buyer submits the Order. Supplier will send written acknowledgement of receipt of such Order within five (5) business days of the Submission Date ("**Confirmation Period**"). Supplier will not reject any Order issued under this Agreement, unless the Order does not conform to the terms of this Agreement; in such event, Supplier must notify Buyer of the rejection and the specific non-conformity within the Confirmation Period. To the extent that such non-conformity exists, Buyer may thereafter issue a corrected Order.

(g) No Exclusivity or Minimum Purchase Obligations. Notwithstanding anything to the contrary, it is expressly understood that Buyer has no obligation to purchase: (i) Products exclusively from Supplier; or (ii) any minimum number of Products from Supplier. Without

limitation to the foregoing, Buyer may use other suppliers for any or all Products or similar products. Buyer's commitment to purchase Products from Supplier is limited to those Products specified in Orders (if any) issued by Buyer, which are subject to the terms of this Agreement.

(h) New Products. Supplier will notify Buyer of other product offerings Supplier has. If Buyer is interested in adding such products to this Agreement, and the parties are able to agree upon pricing terms, such products will be added to this Agreement by written amendment to be signed by both parties.

(i) New Technology. If during the Term, Supplier develops and markets a product that is a replacement or upgrade for any Product, Supplier agrees to sell said product to Buyer (at Buyer's written option) for a price to be mutually agreed upon in writing by Supplier and Buyer. Both parties also agree that all applicable provisions of this Agreement will apply to any such replacement or upgraded product. Except as may otherwise be expressly provided in this Agreement, Supplier agrees to continue to make the original Product available to Buyer through the end of the Term.

3. PRICES AND PAYMENT

(a) Prices shall be as stated in the Appendix 1 price list and shall remain firm for the Term (defined below) of this Agreement. No extra charges of any kind will be allowed unless specifically agreed in writing by Buyer. Buyer reserves the right to renegotiate pricing for quantities ordered in excess of commitments, if any, set forth herein. The payment terms are as set forth in Section 2 of the GEHC Purchase Terms.

(b) Annual Business Plan. Buyer and Supplier will meet at least annually during the Term to review Supplier's performance under this Agreement and Buyer's then-current requirements of its suppliers. Appendix 1 may be amended with respect to any price or cost reductions, and this Agreement (excluding Appendices 2 and 3) may be supplemented with such additional requirements, to the extent stated in a completed Annual Business Plan (the form of which shall be provided by Buyer) that has been signed by Buyer and Supplier, or as otherwise set forth in a written document signed by both parties.

(c) Special Sales Opportunity Discounts. From time-to-time, Buyer may request special terms and discounts for specific Product-related sales opportunities. Supplier agrees to review and reach mutual written agreement with Buyer on a case-by-case basis with respect to such special terms and further discounted Price upon the understanding that they may be better than those stated in this Agreement, and that such terms and discounts will remain valid for the duration of the applicable sales opportunity's Product delivery, installation and support schedule. Any such special terms and further discounted Prices must be mutually agreed upon in writing.

(d) Best Practices. Supplier will implement a cost reduction program to achieve reductions in Buyer's cost of Products by Supplier utilizing cost-effective design, lower cost components, new technology, productivity improvements, and automation of the manufacturing process, provided that Product quality, performance, reliability, and compliance with the Buyer's requirements and Quality Requirements are not compromised or jeopardized. Supplier will also fully cooperate with Buyer in Supplier's implementation of such a program. Accordingly, Supplier will provide Buyer with all cost data (including bills/cost of materials) required to determine the feasibility and potential cost savings attributable to cost reduction-related alternative actions. Buyer will provide Supplier with such assistance (as Buyer and Supplier may mutually agree upon in writing) in the selection of materials, components, and manufacturing processes for Supplier's analysis. The goal of the cost reduction program is to annually reduce Prices during the Term as may be mutually agreed to by the parties in writing.

4. TERM AND TERMINATION

Unless extended or terminated as provided herein, this Agreement will remain in effect until 31ST December 2027 ("**Initial Term**"). Buyer may elect to extend the Initial Term for additional one (1) year periods (the "Extension Term(s)") upon written notice to Supplier. In an event of extension, the Initial Term and the Extension Term, if any, shall be referred herein as the "**Term**". Buyer may terminate this Agreement for its convenience upon thirty (30) days prior written notice. Termination of this Agreement for default and termination of any Orders shall be conducted in accordance with Section 10 of the GEHC Purchase Terms.

5. KEEP COMPETITIVE

(a) Buyer and Supplier recognize that continuing to be competitive in lifecycle cost, performance, delivery, reliability, quality and technology is essential for this Agreement. If Buyer reasonably demonstrates to Supplier that any Product is not a competitive value in lifecycle cost, performance, delivery, reliability, technology or quality with other equivalent products of equivalent value, production, usage or availability in the world, then Supplier agrees to provide an action plan and timetable within sixty (60) days of such demonstration to cure the deficiency to Buyer's satisfaction. If the plan fails to cure the deficiency within the agreed upon timetable, then Buyer may at its option withdraw the non-competitive Product(s) from this Agreement and serve notice to terminate the obligations of the parties under this Agreement with respect thereto, effective upon the date specified by Buyer in such notice. Buyer agrees that prior to exercising its option, it will consider, in good faith, any proposal by Supplier to correct the deficiency.

(b) Supplier Covenants the pricing for any Products shall not exceed the pricing for the same Products or any comparable goods or services offered by Supplier to third parties ("Similar Items") in the same or similar quantities. If Supplier reduces or offers to reduce the price of the Products or such Similar Item(s) to any third party, Supplier will: (i) promptly notify Buyer in writing of such reduction or offer; and (ii) apply an equivalent reduction in price to all Products ordered by Buyer. Supplier will also promptly reimburse Buyer an amount equivalent to the difference in price of (a) said reduction or offer, and (b) the price charged Buyer for all Products ordered on or after the date such reduction or offer to a third party was made. If Buyer receives a bona fide offer from a third party for similar quantities of the Products or Similar Item(s) at a lower price, Supplier will reduce its price for all future orders of such Products or Similar Items to meet such lower price.

6. DELIVERY & LEAD TIME

(a) On-time Delivery. On-time delivery of the Products is a material term of this Agreement and each Purchase Order. Supplier hereby acknowledges that the Products it provides hereunder are linked to or a part of a supply obligation of Buyer or Buyer Affiliates with its customer(s). Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled.

(b) On-Time Delivery Performance.

(i) Product on-time delivery ("**OTD**") rate shall not be less than 98% per Supplier's site on a rolling three calendar month basis. The term "Supplier's site" as used in this Section 6(b) means the Supplier site that ships the Products to Buyer. Buyer will use the following calculation in determining the OTD rate at the end of each calendar month: the total number of "complete" Product shipments (as represented by a line item in the Order) by Supplier site that are received by Buyer no more than five (5) days early and two (2) days late to the Need By date required by Buyer during that calendar month will be divided by the total number of all Product shipments that Buyer received from the same Supplier site during the same calendar month. Supplier may monitor its OTD rate through the GESP. The term "complete" as used above means that the total quantity of all Products on a line item in the Order, as ordered by Buyer, must be received by Buyer no more than five (5) days early and two (2) days late to Buyer's required Need By date (partial or incomplete Product shipments will not be deemed "complete" as specified above). Any Product deliveries that were not made on-time but would have been made on-time if Product lead time was given, will not be included in the calculation.

(ii) If the OTD rate for any Supplier site has fallen below 98%, Buyer will charge Supplier a fixed amount of $350 USD for each line item on an Order that was not delivered complete and on-time during the reported period ("**Delivery Administration Fee**") and the imposition of such Delivery Administration Fee will continue on a monthly basis for each line item not delivered complete and on-time during that month until the Product OTD (from the same Supplier site) of 98% is met or exceeded. The Delivery Administration Fee shall be charged to Supplier automatically as a debit memo issued to Supplier's account. For the avoidance of doubt, the Delivery Administration Fee is only intended to compensate Buyer for certain administrative expenses and shall be without prejudice to Buyer's right to recover other costs or expenses to which Buyer is entitled under this Order, including expedited transportation and its other actual damages.

(iii) Within thirty (30) days of receiving notice from Buyer, Supplier shall also develop and implement a written corrective and preventative action plan (and submit a copy to Buyer) that addresses Product OTD improvement. Should Supplier fail to correct OTD issues after a six-month period, Buyer may, at its discretion, terminate all unfulfilled Orders with respect to affected Product(s) without incurring any liability notwithstanding anything to the contrary herein. The provisions of this Section 6(b) are in addition to any other rights or remedies available to Buyer at law or in equity.

(c) Lead Time. The minimum order lead time for delivery of the Products (i.e., the time between receipt of a Purchase Order by Supplier and the scheduled delivery date) is specified on Appendix 1 hereto for each Product (the "Lead Times"). Supplier will continuously improve the Lead Times of the Products over the Term of the Agreement. On January 1st of every year, Supplier will provide GEHC with its plans for improvements to Lead Time for each Product. Supplier agrees to provide written notice of any improvements to Lead Time on the Products on a quarterly basis to GEHC.

(d) Protective Inventory. In order to provide reasonable assurance of Supplier's ability to meet GEHC's Lead Time and delivery requirements, during the Term of this Agreement, Supplier agrees to maintain at its cost a protective inventory of Products equal to the number of units or weeks of supply agreed by Supplier and GEHC for each Product in Appendix 1. If such inventory is low or depleted, Supplier will replenish the inventory as soon as possible to enable Supplier to continue to meet this requirement. Supplier will rotate its supply of Products in inventory on a first in, first out basis in order to maintain a fresh stock of Products. Buyer shall have no obligation to purchase the Products in the protective inventory. In the event a Product becomes obsolete or upon termination or expiration of this Agreement, the Supplier agrees to work in good faith to consume, sell or allocate the Products remaining in the inventory.

7. QUALITY

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(a) If Buyer determines that two percent (2%) or more of the total quantity of a Product (by part number) shipped by Supplier during a rolling three calendar month period did not meet the Quality Requirements ("**Product Quality Problem**"), Buyer will charge Supplier a fixed amount of $350 USD for each Product (by part number) not meeting the Quality Requirements during the reported period ("**Quality Administration Fee**"). The imposition of such Quality Administration Fee will continue on a monthly basis for each specific Product (by part number) not meeting the Quality Requirements until the Product Quality Problem is corrected. The Quality Administration Fee shall be charged to Supplier automatically as a debit memo issued to Supplier's account. To determine whether a Product Quality Problem exists, Buyer will perform the following calculation: the total number of Products received and coded by Buyer as "Supplier at Fault" during the reported rolling three calendar month period at issue will be divided by the total number of Products shipped during the same period. The "Supplier at Fault" quantity used in the above calculation shall be adjusted to the extent verified that the Product Quality Problem was solely caused by Buyer. Supplier may monitor its quality scorecard through the GESP. For the avoidance of doubt, the Quality Administration Fee is only intended to compensate Buyer for certain administrative expenses and shall be without prejudice to Buyer's right to recover other costs or expenses to which Buyer is entitled under this Order, including all costs associated with the repair or replacement of Nonconforming Products (as defined below) and its other actual damages.

(b) Within thirty (30) days of receiving notice from Buyer, Supplier shall also develop and implement a written corrective and preventative action plan (and submit a copy to Buyer) that addresses the Product Quality Problem. Should Supplier fail to correct the Product Quality Problem after a six-month period, Buyer may, at its discretion, terminate all unfulfilled Orders with respect to the affected Product(s) without incurring any liability notwithstanding anything to the contrary herein. The provisions of this Section 7 are in addition to any other rights or remedies available to Buyer at law or in equity.

8. CONTINUITY OF SUPPLY

(a) Manufacturing Right for Discontinued Products

Supplier will fulfill all Discontinued Product Orders from Buyer on a first priority basis ahead of all other Discontinued Product orders from third parties. In addition to Buyer's right to make a "last-time" buy of Discontinued Products per Section 2.3(c) in Appendix 2:

(i) Supplier grants to Buyer, under all of Supplier's intellectual property rights (including patent, copyright and trade secret rights) related to the Discontinued Product, a perpetual, non-exclusive, worldwide, royalty-free license to use, modify, reproduce, import, manufacture, distribute, offer for sale and sell the Discontinued Product. Buyer may sublicense these rights to third parties, provided any such third party complies with the terms of this license and any associated obligations of confidentiality. In the event Buyer elects to exercise this right:

(ii) Supplier will release to Buyer all technical information or other materials necessary for the manufacture of the Discontinued Product as well as any infringement analyses or opinions prepared for the Discontinued Product. Buyer will keep all such technical information confidential in accordance with the terms of Section 14 of Appendix 2.

(iii) Supplier will furnish to Buyer all technical materials necessary for the manufacture of the Discontinued Product at Buyer's reasonable expense within 10 days after Buyer has notified Supplier of its exercise of its rights under this paragraph. If the materials are not delivered within this time period, Buyer will have the right to collect such materials at Supplier's plant or offices and Supplier agrees to assist Buyer in such collection. Buyer will pay amounts due on such materials in accordance with the payment terms set forth in Appendix 2 upon receipt of the materials. If Buyer has to use measures to collect the materials itself, it may deduct its costs from the expenses owed under this clause.

(iv) Supplier will furnish to Buyer within 10 days after Buyer's written request, the names and addresses of Supplier's sources for any parts, components or subassemblies necessary for the manufacture of the Discontinued Products that are not manufactured by Supplier, including the appropriate part numbers for commercially available equivalents of electronic parts. Supplier will use all reasonable efforts to ensure that Buyer will have the right to purchase all such parts, components or subassemblies directly from Supplier's suppliers.

(v) Supplier will furnish to Buyer without charge all parts catalogues, schematics, material lists, engineering change orders, and other servicing documentation deemed necessary by Buyer to service and support the Discontinued Product.

(vi) Supplier will assign to, license to, or otherwise secure for, Buyer any license rights it may have with third parties for software, documentation or any intellectual property used in the manufacture of the Discontinued Product.

(b) deleted

(ii) *Intellectual Property and Bankruptcy of Supplier*. All rights granted herein and services performed by Supplier under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of the Code, executory contracts for licenses to rights to "intellectual property" in accordance with the Code. A party receiving such rights under this Agreement shall retain and may fully exercise all its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a party under the Code, the other party shall be entitled to retain all its rights under this Agreement. For the avoidance of doubt, the parties acknowledge that the Supplier Proprietary Technology and any other intellectual property licensed to Buyer under this Agreement is "intellectual property" for purposes of the Code and that Buyer will have the right to exercise all rights provided by the Code with respect to the Supplier Proprietary Technology or such other intellectual property licensed hereunder.

(iii) *Use Upon Release*. In the event Supplier materially breaches its obligations under this Agreement or in the event of a filing of bankruptcy by or against Supplier by the bankruptcy trustee, Buyer will have the right to require the delivery by Escrow Agent to Buyer of all Supplier Proprietary Technology (including all embodiments thereof). Notwithstanding anything to the contrary and upon the release of the Supplier Proprietary Technology pursuant to the Escrow Agreement, Buyer, including any of its third party consultants and contractors, may use such Supplier Proprietary Technology in perpetuity for any purpose contemplated by this Agreement, including, but not limited to, the manufacture, service and support of the Products, and any such use of the Supplier Proprietary Technology shall be at no additional charge to Buyer with no additional amounts due and owing to Supplier or the trustee.

(c) Additional Suppliers
Supplier shall, at Buyer's written request, provide reasonable assistance to Buyer with regard to Buyer's efforts to have designated alternative supplier(s) for the Products, including without limitation (i) granting a license to Buyer or such designee to use Supplier confidential information and any Supplier Proprietary Technology that has not been assigned to Buyer pursuant to this Agreement and that are reasonably necessary or useful for the manufacture, support or servicing of the Product, (ii) providing Buyer or such designee with copies of all written or other tangible forms of recorded know-how, expertise and information that are reasonably necessary for the manufacture of the Product, and (iii) making relevant personnel reasonably available for consultation with respect to clauses (i) and (ii) above. Notwithstanding the foregoing, any such license or provision to Buyer or any such designee of Supplier Proprietary Technology or Supplier confidential information shall be subject to the following additional condition: Buyer and/or any such designee would agree in writing to use such Supplier Proprietary Technology or Supplier confidential information solely for the manufacture, support or servicing of the Product and for no other purpose.

(d) Curtailment of Deliveries. In the event of a Force Majeure (as defined in Section 3.3 of Appendix 2) curtailment of deliveries compelling Supplier to allocate production and deliveries of Products hereunder, Supplier shall make such allocation in a manner that provides Buyer at least the same percentage of Supplier's total output of goods and/or services that Buyer purchased on average in the twelve (12) months immediately preceding the Force Majeure situation. Supplier shall have no right to place Buyer on allocation for any reason other than as set forth in, and in accordance with the terms of, this Force Majeure paragraph.

9. BUYER'S PROPERTY COSTS
The following applies to Buyer's Property that Supplier acquires or develops:
(a) Should Supplier decide to acquire Buyer's Property from a third party, Buyer will reimburse the Supplier the cost of such Buyer's Property, provided Supplier obtains Buyer's written authorization before making such acquisition. In seeking such authorization, Supplier must provide Buyer with a firm quote detailing all actual, to-be incurred costs of such Buyer's Property with no Supplier mark-ups or profit margins. If Buyer provides said authorization and as a condition to receiving said Buyer reimbursement, Supplier agrees to provide Buyer with all sales documentation, including third party issued invoices and receipts, as Buyer may require Supplier to substantiate the accuracy of said quote. Buyer may reduce the amount of the reimbursement owed Supplier based on any discrepancies between the quote and such documentation.

(b) Should Supplier develop Buyer's Property, Buyer may reimburse Supplier for those one-time, non-recurring engineering (NRE) costs solely related to the development of such Buyer's Property, provided Supplier obtains Buyer's written authorization before engaging in such development. In seeking such authorization, Supplier must itemize all such NRE costs in a written report and submit it to Buyer. The NRE costs must be actual and incurred. Supplier agrees to provide Buyer with such further documentation as Buyer may require Supplier to validate said NRE costs.

(c) Notwithstanding anything to the contrary: (a) the Product warranties and indemnities provided under this Agreement hereby apply to all Buyer's Property that Supplier develops or acquires; and (b) except as stated above in (a) and (b) with respect to Buyer's Property, Supplier is solely responsible for all costs incurred in fulfilling its responsibilities under this Agreement, including those incurred in procuring, developing or maintaining Supplier's tools and equipment.

10. FINANCIAL DISCLOSURE & INSURANCE
(a) As part of Buyer's risk management practices for privately held companies, Supplier shall provide the following financial information on a quarterly basis to a Buyer-designated third party financial analyst: (a) Supplier's balance sheet and income statement for the prior two annual periods, as well as the most recent half-year when applicable; and (b) if applicable, Supplier's NAICS or SIC Code.

(b) Supplier agrees to increase its Commercial General/Public Liability insurance (required in Section 16(a) of Appendix 2) to a minimum amount of USD $10000,000 per occurrence.

11. ASSERTION OF SUPPLIER INTELLECTUAL PROPERTY RIGHTS
Supplier shall enforce Supplier Intellectual Property against any infringers of whom it becomes aware, where such infringement impacts Buyer's sale or use of the Products. If Supplier elects not to pursue an infringement claim against a third party regarding such Supplier Intellectual Property, Buyer will have the right (but not the obligation) to pursue such claim (whether for damages and/or injunction). If Buyer pursues a claim, Supplier will cooperate with Buyer's efforts at Supplier's reasonable expense including, for example, executing

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any documents required to enable Buyer to bring such claim and joining as an indispensable party. Buyer shall bear all expenses of suit and retain all damages or other monies awarded or received in settlement of such suit.

14. NOTICES

All notices under this Agreement shall be in writing and (i) if delivered personally or by an internationally recognized overnight courier, be deemed given upon delivery; (ii) if sent by registered or certified mail, return receipt requested, be deemed given upon receipt; or (iii) if transmitted electronically, be deemed given on the date accessible electronically. A Party may from time-to-time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee and the date upon which such notice shall become effective.

If to GE HealthCare	If to Supplier
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Attention: _____	Attention: _____

With a copy to:

Address:9900 Innovation Drive, RP2169
City/State/Zip: Wauwatosa, WI USA
Attention: Legal Department, GE Healthcare Global Supply Chain
Email: legal.sourcing@ge.com

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15. ASSIGNMENT, WAIVER AND SURVIVAL

Because performance of this Agreement is specific to Supplier, Supplier may assign this Agreement only upon Buyer's prior written consent. Buyer may assign its rights and obligations under this Agreement without Supplier's consent. No claim or right arising out of a breach of this Agreement shall be discharged in whole or part by waiver or renunciation unless such waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No failure by either party to enforce any rights hereunder shall be construed a waiver. All parts of this Agreement relating to liability and its limitations, warranties, indemnities and confidentiality shall survive expiration and termination of this Agreement.

16. APPENDICES & ORDER OF PRECEDENCE

This Agreement includes the following Appendices. Except as may otherwise be expressly provided in this Agreement or a contract document specifically incorporated herein by reference, in the event of a conflict between the terms of:
(i) Appendix 2 (GEHC Purchase Terms) and any other terms of this Agreement, including the other Appendices to this Agreement listed below in (iii), Appendix 2 will prevail;
(ii) this Agreement and any of the Appendices (excluding Appendix 2), this Agreement will prevail; and
(iii) the Appendices (excluding Appendix 2), the order of precedence is as follows:
(a) Appendix 1 (Description, Price & Lead Time of Products),
(b) Appendix 3 (Escrow Agreement) [only attach if applicable] and
(c) Appendix 4 (Privacy and Data Protection) [only attach if modified; delete this reference if not attached]
(d) individual Orders

17. ENTIRE AGREEMENT

This Agreement, with such documents expressly incorporated by reference (as well as the Buyer's Supplier Quality Requirements document that Supplier and Buyer have separately executed; the terms of which are hereby fully incorporated herein by this reference), is intended as a complete, exclusive and final expression of the parties' agreement with respect to such terms as are included herein. The parties represent that they are not relying upon any representations, understandings or agreements, written or oral, which are not included herein in making their respective decisions to execute this Agreement. This Agreement may be executed in one or more counterparts in facsimile or other written form, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by these respective authorized representatives as of the Effective Date first set forth above.

GE PRECISION HEALTHCARE LLC	**DIVA LABORATORIES, LTD**
Signed: _____	Signed: _____
Name: _____	Name: Oliver Chen
Title: _____	Title: _____

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APPENDIX 1

Description, Price & Lead Time of Products
2025 PRICE

Price are fix annual and applicable from 1st January to 31st December of each calendar year. Forecast are estimated volume only no volume commitments. Below prices are for Tiers 1 and Tiers 2.

Part Number	Description	FORCAST 2025	Lead Time (5 days/ wk)	AGREED 2025 Price USD
5 836 575	FRONT BEZEL ASSY CS 1000	13 338	32	501,43
5 856 392	FRONT BEZEL ASSY, EDGE BONDING	1 462	32	442,87
5 862 687	DISPLAY CONTROLLER PWA	283	45	171,26
2043223-001	CABLE VIDEO DVI-D TO DVI-D 3M	-	18	15,50
2044095-001	USB-A&USB-B CABLE (2044095-001,5M,JAWS)	-	18	6,31
2045010-001	USB CABLE 3.34M A TO B	-	18	5,70
2045009-001	USB CABLE 1M A TO B		18	4,02
2087900-001	CARESCAPE D19KT VER01 1926A-1AN	33		614,66
2087900-002	DRU, CARESCAPE D19KT VER01 1926A-1AN		36	621,40
2091934-001	DRU, FRONT BEZEL ASSEMBLY, 1926A	-	30	165,93
2091935-001	DRU, TOUCHSCREEN, 1926A	-	30	123,70
2091936-001	DRU, LCD DISPLAY UNIT ASSEMBLY, 1926A	-	30	354,71
2091939-001	DRU, MAIN BOARD ASSEMBLY, 1926A	-	30	137,90
2091940-001	FRU, TRIM/OSD KNOBS AND ALARM LIGHT COVER, D19KT	-	30	25,68
8771120-71	In room display, 12 inches, with Projected Capacitive Touch	1 987	45	356,00
8771150-71	In Room Display, 15.6inch (no GE logo on cover glass)	343	45	468,72

2026 Price to include after agreement by Q4-2025
2027 Price to include after agreement by Q4-2026

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Appendix 2

STANDARD TERMS OF PURCHASE

1. ACCEPTANCE OF TERMS. Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order) (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables, which include but are not limited to any products, articles, apparatus, compound, composition, Embedded Software, and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuing any acceptance or acknowledgement of this Order; (b) delivering any Products ordered or (c) commencement of the work called for by this Order, in any manner.

2. PRICES, PAYMENTS AND QUANTITIES.

2.1 *Prices*. All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, that any value added tax that is recoverable by Buyer, and any state, provincial/territorial and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Buyer in accordance with applicable rules to enable Buyer to reclaim such tax. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due. Notwithstanding anything to the contrary, Supplier is responsible for all taxes based upon its real and personal property, gross receipts, business and occupation, and environmental tax fees, as well as those taxes based on Supplier's gross and/or net income.

2.2 *Payment Terms*.

(a) Standard Terms. Unless otherwise stated on the face of this Order or restricted by applicable Law, the ordinary net date ("**Net Date**") shall be one hundred twenty (120) days after receiving from Supplier both the accepted Products and a correct corresponding invoice that complies with the terms of this Order. Unless otherwise stated on the face of this Order, all sums to be paid by Buyer under this Order will be in United States dollars or, if Buyer is a GE Healthcare Canadian jurisdiction legal entity, in Canadian dollars. Buyer shall initiate payment on the Monthly Batch Payment Date or the Quarterly Batch Payment Date as described in subsection (b) below or on the Net Date.

(b)

(c) Invoicing. If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number, the item number of such release, Buyer's part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier's name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than 120 days after Buyer's receipt of the Products and/or Supplier's completion of the services. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in payment or nonpayment shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the Products.

(d) Set Off. Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. "**Affiliate**" for purposes of this Order shall mean, with respect to Buyer, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Buyer.

2.3 *Quantities*.

(a) Forecasting. Buyer utilizes a web-based portal through which Buyer will send forecasts and Orders to Supplier (the "GESP"). The forecasts, as well as Product lead time/s and fixed lot ordering quantities ("FLOQ"), will be communicated via the GESP's forecast download tool ("FDT") or such other Buyer-issued communications. Notwithstanding anything to the contrary, all Product purchase forecasts are not binding in any way on Buyer. Buyer may modify any Product purchase forecasts at any time in its sole discretion.

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Orders (including blanket releases) will be communicated via the GESP's iSupplier Portal ("iSP") or such other written Buyer-issued communications. Buyer will provide initial training on the use of the GESP, including the FDT and iSP. Buyer and Supplier will mutually agree in writing on the FLOQ and lead time requirements. Except as agreed herein, agreed to lead time values for individual Products and the forecast will be posted by Buyer on the FDT. Supplier shall access the iSP on a daily basis in order to: (i) determine whether Buyer has issued any new Orders that day; and (ii) provide the written acknowledgement of Order receipt through entering a promise date for delivery; and (iii) review any changes t existing Orders and provide written acknowledgement of the changethrough entering a new promise date for deliverySupplier shall access iSP: (a) when Supplier is ready to ship Product; and (b) to process an advanced shipping notice and bar code for every product shipment. Requests by Supplier to adjust lead time, minimum order quantity or average weighted terms should be submitted utilizing iSP. Buyer will provide written GESP instructions, information and links to Supplier upon request.

The GESP allows Supplier to access the tools used by Buyer, such as supplier registration and profile maintenance, that optimizes Buyer communications with its suppliers. The GESP also contains the primary database in which Buyer maintains its supplier information. Supplier will register with the GESP and ensure that complete, current, and accurate information (including, but not limited to, Supplier's capabilities, compliance certification status, headquarters information, facility addresses, and functional facility contacts for all Supplier facilities engaged directly or indirectly in any activities pertaining to any of the Products, including, but not limited to, the design, production, storage and/or supply thereof) is entered into the GESP. Supplier agrees to annually review and update Supplier's information on the GESP to assure completeness and accuracy, and promptly update as needed throughout the Term when changes occur within Supplier's organization that result in the then-current Supplier-related information accessible on the GESP no longer being current, complete, or accurate. Buyer will provide written GESP instructions, information and links to Supplier upon request.

(b) General. Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Supplier shall not make material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

(c) Last Time Buy. If Supplier or its sub-tier suppliers or subcontractors ("**Subcontractor(s)**") plan to cease supply or production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within two (2) years from the date of this Order, or of any Parts after the fifteen-year period as detailed in Section 2.3(d) below, ("**Discontinued Products**"), then Supplier shall provide Buyer witheighteen (18) months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s) for a "last-time" buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(d) Aftermarket Supply. Replacement parts, field replacement units, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as "**Parts**" and are considered "Products" under this Order. Supplier will maintain for fifteen (15) years from the last shipment of a Product purchased by Buyer under this Order, or such longer period agreed by the parties, the capability to: (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service and repair the ProductsSupplier shall continue to supply such Parts past the fifteen-year period if Buyer orders at least ten (10) Parts per year following such fifteen-year period. The price for any Part purchased in the first two (2) years of the fifteen-year period shall not exceed those prices in effect at the time production of the Product(s) ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the price for the Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs No minimum order requirements for Parts shall apply. After the end of the fifteen-year period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

3. DELIVERY AND TITLE PASSAGE.

3.1 *Delivery*. Time is of the essence of this Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. If any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products and related Documentation and/or complete the services as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; (ii) return to Supplier some or all of the Products in said shipment at Supplier's risk and expense (including all freight, warehousing, handling, shipping, and transportation costs); (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) recover all damages it incurs as a result of Supplier's failure to perform as scheduled.

3.2 *Transportation & Title Transfer*.

(a) Transportation. Supplier will comply with Buyer's transportation and routing guidelines as communicated to Supplier via the GESP or as otherwise communicated by Buyer in writing. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in Buyer's transportation and routing guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and

in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

(b) Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, product weight, and such other information required by applicable Law and/or Buyer.

3.3 *Force Majeure*.

(a) Except as otherwise provided in Section 3.3(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was directly caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier and Buyer will not be liable in any way for such reductions. Notwithstanding the foregoing, (i) Supplier shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. If the delay lasts more than thirty (30) days, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above in this Section 3.3(b) of this Order do not constitute Force Majeure for purposes of this Order. In addition, market conditions and/or fluctuations (including, without limitation, a downturn of Supplier's business) shall not be deemed Force Majeure events. In no event shall Supplier be entitled to any price adjustment, compensation or other financial relief under this Order as a result of Force Majeure.

4. PACKAGING & DOCUMENTATION.

4.1 *Packaging*. Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at *https://www.gehealthcare.com/about/suppliers/terms-and-conditions* (the "**Global Packaging Requirements**"), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the jurisdiction of manufacture, shipment, transit, and/or destination including all French language laws in Canada. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.2 *Documentation*. Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer and as required by applicable Laws which shall include the French language in relation to Canada. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. "**Documentation**" means all Product-related information, including user manuals, drawings, schematics , design history files, labels, functional descriptions, Products descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term "Documentation" also includes all revised versions of any of the foregoing that are created or provided by Supplier.

5. CHANGES.

5.1 *Buyer Changes*. Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the price and/or delivery schedule as applicable. . Any Supplier claim for such adjustment shall be deemed waived unless asserted within 15 days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

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5.2 *Supplier Changes*. Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted utilizing Buyer's change notice system along with a written change notice, for Buyer's prior written approval. This may include changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved the change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Changes proposed by Supplier to adjust lead time, minimum order quantity or average weeks to transport should be submitted utilizing iSP.

5.3 *Transfer of Manufacturing Facility*. Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than eighteen (18) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of Products to a different manufacturing facility. These costs shall include: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (ii) all Buyer's Property transfer costs associated with such transfer.

5.4 *Suspension*. Buyer may at any time, by notice to Supplier, suspend performance of all or any part of the work under this Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

6. INSPECTION/TESTING AND QUALITY.

6.1 *Inspection/Testing*. In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) of Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises, including, where requested by an inspector for safety-related concerns, stopping all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit and inspection, including completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

6.2 *Quality*.

(a) Quality Requirements. When requested by Buyer, Supplier shall promptly submit real-time production and process data ("**Quality Data**") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier's Quality System**") covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, applicable regulatory requirements, Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively, "**Quality Requirements**"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including Supplier's obligations regarding its Subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier's facility(ies) to address the deficiencies in Supplier's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; (c) such

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period set forth in the Quality Requirements; or (d) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the Certificate of Conformance/Acceptance Data Record. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

(b) Product Recall. If Buyer determines that a recall, field modification, correction or removal ("**Field Action**") involving a Product purchased under this Order or a Buyer product incorporating a Product purchased under this Order was caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all Buyer's reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by Law.

(c) Product Concerns. Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services ("**Product Concerns**") will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

7. ACCEPTANCE/REJECTION.

7.1 If any of the Products furnished pursuant to this Order are found within thirty (30) days after delivery (the "**Inspection Period**") to be defective or otherwise not in conformity with the requirements of this Order, including any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor then Buyer, in addition to any other rights, remedies and choices it may have by Law, contract and/or at equity, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) in case of emergency or where immediate action is required to protect the project schedule and/or mitigate damages with its customer, take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier's account;"take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier's account; (c) reject and/or return at Supplier's risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier's responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at Law or in equity.

7.2 Supplier shall be liable for any and all costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

8. WARRANTIES.

8.1 Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or any Subcontractor: (a) are free of all claims, liens, security interests, or encumbrances (other than liens arising through Buyer); (b) are of new and merchantable quality, not used, rebuilt or made of refurbished material; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation, other Documentation and other requirements approved or adopted by Buyer; (f) are manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier's direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications, including 510(k) clearances, Health Canada licences and CE mark, as required; and (j) (as well as the use and/or

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distribution of the Products) do not infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party without such parties' prior written consent.

8.2 Supplier Covenants that all services provided pursuant to this Order, whether provided by Supplier or any Subcontractor shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer's requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.3 The warranties set forth in Sections 8.1(c) and 8.1(e) above shall extend to future performance of the Products and apply for a period of twenty-four (24) months from Buyer's acceptance in accordance with Section 7 above and may be longer for warranties pertaining to third party components that extend beyond twenty-four (24) months. All other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (a) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (b) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (c) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by Law.

8.4 Buyer may return or have returned to Supplier any Products, or require the re-performance of any services, that do not conform to the representations and warranties set forth in this Order ("**Nonconforming Product(s)**") by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. At Buyer's request, Supplier will provide its shipping account number for shipping/receiving all Nonconforming Products and repaired or replacement Products to/from Supplier or, at Buyer's discretion, Buyer may ship the Nonconforming Products using its carrier and assess a handling fee of 7% of the purchase price of each Nonconforming Product. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) at Buyer's sole discretion, either replace or repair, at Buyer's sole discretion, the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product; provided, however, that Supplier will replace the Nonconforming Product, in lieu of repair, if Buyer provides notice of the non-conformity within seven (7) days of Product installation. If it will take longer than such five-day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five-day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.5 In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with replacements of Nonconforming Products, including those costs associated with all Field Service Representative (FSR) labor and material costs (labor + travel). Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.6 *Data Wiping Requirements*. Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a "00" or "11" hex, consistent with the U.S. National Institute of Standards and Technology Guidelines for Media Sanitation or as otherwise required by the most current version of the Canadian Government's ITSP.40.06 IT Media Sanitization guidance publication or its equivalent. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.7 Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these GE HealthCare Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

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9. REPAIR & MAINTENANCE SERVICES.

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to Buyerat the beginning of each calendar quarter with a written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise is unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's resources consisting of the Electronic Repair Tracker ("**eRT**") or Buyer's approved equivalent system on a daily basis to track the flow of Products between Buyer and Supplier. Supplier must modify Buyer's Order status in eRT from "In Route" to "At Supplier" within one (1) business day of Supplier receipt of such Product. Supplier must modify Buyer's Order status in eRT from "At Supplier" to "Returned to Buyer" within one (1) business day of Supplier's shipment of such Product back to Buyer. Supplier is responsible for using eRT to: (i) identify in warranty and out of warranty status of each returned Product; and (ii) request Buyer's written pre-approval for any of the following: price changes for product-related non-standard repair, scrap, misidentification, and/or misdirected shipments. (d) Supplier shall appoint a single point of contact for managing Buyer's information systems (e.g. eRT, iSP) and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer's sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer's resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer's repair team through Support Central Workflow forms, or any other process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders not in eRT, and Products received without paperwork.

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty ("**Service Products**"), the following additional terms shall apply: (a) Service Products are considered "Products" and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer's prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer's written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority through eRT.

10. TERMINATION.

10.1 *Termination for Convenience*. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Notwithstanding anything to the contrary, Buyer's liability and Supplier's exclusive remedy for such termination by Buyer is limited to Buyer's payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.2 *Termination for Default*. Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within 10 days of receiving Buyer's written notice of default; except that Buyer's termination for Supplier's breach of Sections 14, 18 or 19 of this Order shall become effective immediately upon Supplier's receipt of Buyer's written notice of default. Upon termination, Buyer may procure at Supplier's expense and upon terms it deems appropriate Products similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Without limiting any other rights herein, if Buyer agrees to accept deliveries after the delivery date has passed, Buyer may require delivery by the fastest method and the total cost of such shipment and handling shall be borne by Supplier. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order

10.3 *Termination for Insolvency*. If Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.4 *Supplier's Obligations on Termination*. Upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all

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completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

11. BUYER'S PROPERTY. All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, intellectual property, equipment or material: (a) furnished or licensed to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 12 below) shall be and remain Buyer's personal property (collectively, "**Buyer's Property**"). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier in "AS IS" and "WHERE IS" condition with all faults and without any warranty whatsoever, express or implied, and shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer's Property without first obtaining the express written consent of Buyer. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer's Property (if tangible) for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) store it (if tangible) separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose. Supplier shall, at its sole cost and expense, be responsible for operating, maintaining and calibrating the Buyer's Property in accordance with the manufacturer's specifications and recommended guidelines. Buyer shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier's facilities to verify compliance with this Section 11 and Section 12 below. Buyer hereby grants to Supplier a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to use Buyer's Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

12. INTELLECTUAL PROPERTY.

12.1 *General*. Each respective party shall exclusively own all intellectual property it had prior to the commencement of this Order.

12.2 *Supplier Intellectual Property*. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order ("**Supplier Intellectual Property**"). Buyer shall have an unrestricted license to use, have used, modify, have modified, distribute, have distributed, sell, and have sold all Products purchased under this Order under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.3 *Buyer Intellectual Property*. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier's performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, "**Buyer's IP Rights**"). All Buyer's IP Rights for copyrightable subject matter shall be considered as though work(s) made for hire for Buyer (as the phrase "work(s) made for hire" is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or, should applicable Law preclude such treatment, Supplier shall give Buyer "first owner" status related to the work(s) under local copyright law where the work(s) was created. If by operation of Law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to, and hereby does, irrevocably transfer and assign to Buyer, and/or waive as applicable, Supplier's entire right, title and interest throughout the world to such intellectual property. In addition, Supplier hereby waives and agrees to waive, and has caused and agrees to cause all authors or developers to waive, any and all moral rights (and such similar rights worldwide) as they may have in any such intellectual property in favour of Buyer. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer's IP Rights to Buyer and that may be required to waive any and all moral rights therein. Supplier is prohibited from selling to any third party the Products or a substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer or Buyer's Property, or (iii) is specifically designed or configured for use with Buyer's products or applications using Confidential Information of Buyer's, Buyer's Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer's Property, Buyer's Confidential Information or Buyer's IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.4 *Data Rights*. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier's Products, including machine, technical, systems, usage and related information ("**Source Data**") to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer's use, analysis, research and/or development of the Source Data.

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12.5 *Documentation*. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation, including excerpts thereof.

12.6 *Trademarks*. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute "**Buyer Marks**" for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies, and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.7 *Supplier's Marks*. Supplier grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier's trademarks, service marks, and trade names (collectively, "**Supplier Marks**") on, or in connection with, any of Buyer's marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. Use of Supplier Marks includes use: (a) in any advertising, (b) on Buyer's websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier's Product(s).

13. SOFTWARE.

13.1 *Embedded Software*. If any Products contain Embedded Software (defined below) that is not Buyer's Property or Buyer's IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products ("**Buyer-Required License**"). If rights to Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner for Buyer. "**Embedded Software**" means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.2 *Software Updates.* For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.3 *No Other Terms*. If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to "Accept" various terms and conditions, including "click-wrap," "click-through," browse-wrap," or "shrink-wrap," such terms and conditions will be of no force and effect on Buyer or the user even though they are "accepted" by Buyer, a Buyer customer, or the user in order to access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer's request, Supplier, at Supplier's expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.4 *Restrictions on Open Source*. Supplier warrants that: (a) the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including other goods).

13.5 *Code Integrity Warranty*. Supplier Covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, "**Revised Code**") which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

14. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14.1 *Confidentiality*. Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

(a) "**Confidential Information**" shall, whether furnished before or after the date of this Order and irrespective of the form of communication, mean: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer's Property and GEHC Confidential Information as defined in the *GE HealthCare Privacy and Data Protection Appendix* ("**PDPA**") located at *https://www.gehealthcare.com/about/suppliers/terms-and-conditions*; (iii) all information derived from Buyer's Property; and (iv) all of Buyer's IP Rights (defined in Section 12 above).

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(b) Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Order; and (ii) without limiting the requirements under Section 14.2 below, use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist Supplier in performing its obligations under this Order. Prior to disclosing Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this Section.

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(d) Within 14 days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than 2 days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

14.2 *Privacy, Data Protection & Third Party Security Requirements*. Supplier agrees that (a) Processing of GEHC Confidential Information, (b) access to GEHC Information Systems, or (c) the provision of certain services to Buyer (all as defined in and as described more fully in the PDPA) shall be subject to the organizational, technical, and physical controls and other safeguards set out in the *GE HealthCare* Privacy and Data Protection Appendix, incorporated herein and available at *https://www.gehealthcare.com/about/suppliers/terms-and-conditions*. The capitalized terms set forth in this Section not otherwise defined in this Order shall have the meaning ascribed to them in the PDPA. In the event of any inconsistency of such defined terms, the definitions set forth in the PDPA shall prevail for purposes of interpreting the subject matter covered thereby. Supplier understands and agrees that Buyer may require Supplier to provide certain personal information of Supplier's representatives to facilitate the performance of this Order, and that information shall be processed and maintained by Buyer as set forth in the PDPA.

14.3 *Publicity*. Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer's Products to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent in any way that any Product provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

15. INDEMNIFICATION.

15.1 *Intellectual Property Indemnity*. Supplier warrants that all Products provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any and all claims. Supplier shall indemnify, defend and hold Buyer (or its Affiliates, and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, "**Indemnitees**") harmless from any and all claims against Indemnitees alleging infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any Product furnished under this Order as well as any device or process necessarily resulting from the use thereof ("**Indemnified Product**"), including any use, sale, importation, distribution, reproduction or licensing in contravention of such Indemnified IP by Products as provided. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier's expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys' and legal fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of any Indemnified Product is enjoined, Supplier shall, at Buyer's

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option and Supplier's expense, either: (a) procure for Indemnitees the right to continue using such Indemnified Product; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified Product and/or halt such use of the Indemnified Product in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer.and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense.

15.2 *General Indemnity*. Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature (, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier's expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys' and legal fees or other costs Buyer incurs to enforce its rights hereunder.

15.3 *Limitation of Liability*. **IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

16. INSURANCE. For the duration of this Order and for a period of 6 years from the date of delivery of the Products or performance of the services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&PA or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD $5,000,000.00 (or Canadian dollar equivalent) per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD $1,000,000.00 (or Canadian dollar equivalent) combined single limit each occurrence; (c) Employers' Liability in the amount of USD $1,000,000.00 (or Canadian dollar equivalent) each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee"; and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of USD $3,000,000.00 (or Canadian dollar equivalent) per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for 3 years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) above shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections 16(a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of Law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or Products with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) 50% or more of whose output from a specific location is purchased by Buyer. In addition, Supplier shall obtain for Buyer written acknowledgement by such assignee or Subcontractor to Supplier

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of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

18. COMPLIANCE WITH GEHC POLICIES. Supplier acknowledges that it has read and understands the *GE HealthCare Integrity Guide for Suppliers, Contractors and Consultants* ("**Guide**") located at *https://www.gehealthcare.com/about/suppliers/requirements-and-training*. Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order, and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including the U.S. Foreign Corrupt Practices Act, Canada's Corruption of Foreign Public Officials Act and the UK Bribery Act), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including the Guide, the Global Packaging Requirements, the GEHC Healthcare Government Acquisition of Commercial Items Appendix and the PDPA, from time-to-time.

19. COMPLIANCE WITH LAWS.

19.1 *General*. Supplier represents, warrants, certifies and covenants ("**Covenants**") that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, "**Law(s)**") and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device Laws, including regulations promulgated by the U.S. Food and Drug Administration (FDA), the U.S. Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820, the Canadian Food and Drugs Act and Regulations, the Canadian Medical Device Regulations, the Canadian Nuclear Safety and Control Act, Canadian Nuclear Substances and Radiation Devices Regulations, and the Radiation Emitting Devices Act, and any other relevant state, provincial, territorial and federal Laws, and any comparable international Laws in countries where the Products are sold.

19.2 *Environment, Health and Safety*.

(a) General. Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(b) Material Content and Labeling. Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term "hazardous material" shall mean any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

To ensure that Buyer may utilize the Products in compliance with applicable Laws, such as Regulation 1907/2006/EC ("**REACH**") and EU Directive 2011/65/EU ("**RoHS Directive**"), Supplier shall: (i) comply with Buyer's REACH Guidance for Suppliers 5396068GSP and (ii) RoHS Directive requirements for Suppliers of Buyer Part and Assemblies 5240305GSP. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Products and stop shipping non-compliant Products.

19.3 *Subcontractor Flow-downs for U.S. Government Contracts*. Where the Products being procured by Buyer from Supplier are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, the following additional terms in the *GE HealthCare Government Acquisition of Commercial Items Appendix*, which may be updated or modified by Buyer from time to time and which is located at *https://www.gehealthcare.com/about/suppliers/terms-and-conditions*, shall apply to this Order. Supplier acknowledges it has reviewed such Appendix and agrees to comply with such terms if applicable and Covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government. Supplier agrees to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Buyer for any costs and liabilities incurred by Buyer as a result of violations of the act or regulations by Supplier.

19.4 *Import & Export Compliance*.

(a) General. Supplier Covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the

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release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. If Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

(b) Trade Restrictions.

(i) Supplier Covenants that it shall not source from or otherwise sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of Treasury or on the Consolidated List – Canada maintained by the Office of the Superintendent of Financial Institutions of Canada. This clause shall apply regardless of the legality of such a transaction under local Law.

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to Supplier by Buyer, which currently includes Cuba, North Korea and the disputed region of Crimea unless an appropriate U.S. Government license is obtained.

(c) Trade Remedy Laws.

(i) Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products provided under this Order, including without limitation, certifications of origin. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such declaration of origin, Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection to any declared eligibility for a free trade agreement.

(ii) Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an "escape clause", under the Law of any countries to which the Products may be exported. If any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) International Shipments.If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial/pro forma invoiceThe invoice shall be in English, and shall include the information noted in Section 19.4(e) below. Furthermore, all Products provided by Buyer to Supplier for the performance, and not included in the purchase price, of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(e) Shipping/Documentation Requirements. With each shipment, Supplier shall provide (1) a packing list containing all information specified in Section 3.3; (2) a commercial or pro forma invoice containing all information specified below; and (3) all required security-related information needed to import the Products. The commercial/pro forma invoice shall include: (i) contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; (ii) Buyer's order number; (iii) order line item; (iv) part number; (v) release number (in the case of a "blanket order"); (vi) detailed description of the merchandise; (vii) quantity; (viii) unit purchase price in the currency of the transaction, including any additions to the value, including surcharges, premiums, assists or commissions that are pertinent to the sale; (ix) Incoterms® 2020 used in the transaction; (x) the named place of delivery; and (xi) both "country of origin" of the Products (including certifications of origin for Products qualifying for preferential duty provisions, (including but not limited to, the United States-Mexico-Canada Agreement (USMCA/CUSMA), as applicable) *and* customs tariff numbers of the country of consignment, as each are determined under customs law; the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain U.S. components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer's request. In addition, Supplier shall provide, in a timely, complete and accurate manner, to Buyer or Buyer's designated agent, all data required to enable Buyer's compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149 (the "**ISF Rule**") for all of Supplier's ocean shipments of Products to Buyer destined for or passing through a U.S. port, including the timely, complete and accurate provision of the ISF-10 Elements thereunder.

(f) Preferential Trade Agreements/Duty Drawback. If Products shall be delivered to a destination country having a trade preferential or customs union agreement ("**Trade Agreement**") with Supplier's country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer's benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer's request, Supplier shall provide Buyer with all necessary customs documentation to

enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Supplier shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation.

19.5 *Supplier Certification*. Supplier will notify Buyer in writing if Supplier is qualified as a small business, small disadvantaged business, or women-owned small business as defined in 48 CFR 52.219-8. If Buyer's purchases exceed, or are expected to exceed, $500,000 during any consecutive 12-month period, Supplier will adopt and implement a small business and small disadvantaged business subcontracting plan that complies with 48 CFR 52.219-9.

19.6 *Subcontractor Flowdown*. Supplier Covenants that it has included requirements substantially similar to the covenants in this Order in all subcontracts it enters into related to the fulfillment of this Order.

20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY

20.1 *Business Continuity Planning*. Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan ("**BCP**"), and upon Buyer´s or its designated third party´s request, Supplier shall provide a written BCP that outlines Supplier´s internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier´s Subcontractors are unable to provide Products to Buyer. Supplier´s BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier's supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products to the extent the implementation of such changes in Supplier's BCP could cause a disruption in supply.

20.2 *Supply Chain Security*. Supplier shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism ("**C-TPAT**") program of U.S. Customs and Border Protection, the Canadian "Partners in Protection" ("**PIP**"), the Authorized Economic Operator for Security program of the European Union ("**EU AEO**") and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, "**SAFE Framework Programs**" or "**Program**") and implement appropriate procedures pursuant to such plan ("**Security Plan**"). All costs associated with development and implementation of Supplier's Security Plan and supply chain security compliance shall be borne by the Supplier. Supplier shall: (a) communicate such SAFE Framework Programs recommendations to its Subcontractors and transportation providers ("**Subtiers**"); (b) condition its relationship with those entities upon their implementation of a Security Plan; and (c) upon request of Buyer, Supplier shall certify to Buyer in writing that its Subtiers' Security Plans comply with all applicable SAFE Framework Programs. In addition to the above requirements, Supplier:

(i) Covenants that if it is eligible to be Program-certified, it will be a member, it complies with the requirements of the Program as applicable and has such procedures that will include those modifications prescribed from time-to-time by the BCP or Buyer. In the event Supplier is ineligible to be Program-certified, Supplier agrees to develop and implement a plan to enhance security procedures in accordance with the recommendations to meet C-TPAT Minimum Security Criteria (including GPS tracking, cellular contact, and detection capabilities), AEO, PIP or similar programs.

(ii) shall identify an individual contact responsible for Supplier's facility, personnel and shipment security measures and provide such individual's name, title, address, email address and telephone and fax numbers, upon request by Buyer;

(iii) will place and seal on all truckload shipments (whether Full Truck Load (FTL) or Full Container Load (FCL)) with an ISO 17712 seal properly applied. Supplier agrees to purchase, as well as maintain a log of, ISO 17712 seals for tracking purposes, and maintain on file the current and applicable ISO Seal Certification issued within the past 2 years.

(iv) inform Buyer of its C-TPAT, AEO, PIP or similar program membership status, and if Program-certified, inform Buyer of its SVI number or membership number, as well as such other information as Buyer may require and immediately inform Buyer of any changes to its Program certification status.

21. GOVERNING LAW AND DISPUTE RESOLUTION.

21.1 *Governing Law*. This Order shall in all respects be governed by and interpreted in accordance with the substantive law of: if Buyer is a U.S. legal entity, the State of New York, U.S., or if Buyer is a Canadian legal entity, the Province of Ontario; in each case excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.2 *Dispute Resolution*. Any dispute, controversy, or claim relating to this Order ("**Dispute**") will be resolved first through good faith negotiations between the parties. If the Dispute cannot be resolved through good faith negotiation, then the parties agree to submit the Dispute to mediation. The requirement of mediation and negotiation may be waived upon mutual agreement of Buyer and Supplier. If the Dispute is not otherwise resolved through negotiation or mediation within a reasonable time period (such time period not to exceed 75 days), either party may submit the Dispute to binding arbitration. If Buyer is a U.S. legal entity, such arbitration will be with the

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American Arbitration Association ("**AAA**") in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by this Order by 3 arbitrators appointed in accordance with such Rules. If Buyer is a Canadian legal entity, such arbitration will be under the *Arbitration Act, 1991*, S.O. 1991, Chapter 17, then in effect, as amended herein by 3 arbitrators appointed thereunder unless a different number is otherwise agreed in writing by Buyer. If a party hereto submits a demand for arbitration, Supplier and Buyer agree that arbitration will be the exclusive forum for adjudication of the dispute, provided that such demand precedes the filing of a complaint in any court of competent jurisdiction. The cost of the arbitration (including the fees and expenses of the arbitrator(s)) will be shared equally by the parties; provided, however, that each party will pay its own legal fees. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. With regard to any action for breach of confidentiality or intellectual property obligations, nothing in this Section shall preclude either party from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction. Any such request by a party of a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate hereunder. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

22. ELECTRONIC COMMERCE. Supplier agrees to participate in Buyer's current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) "written" and a "writing"; (b) "signed" (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that a "statute of frauds" or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by the applicable governing law in Section 21.1, excluding any such law requiring signed agreements or otherwise in conflict with this Section.

23. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE-RELATED PROVISIONS.

23.1 *Independent Contractor*. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier's Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the project to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer's sole judgment, lack such knowledge, training or ability. Supplier's personnel are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Buyer.

23.2 *Work on Buyer's and Buyer Customer Premises*. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer's or its customer's premises, location, facility or work site (each a "**Buyer Site**"), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel's, compliance with all of the foregoing. When Supplier's personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer's customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

23.3 *Background Checks*. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *GE HealthCare Guidelines for Background Checking* located at https://www.gehealthcare.com/about/suppliers/terms-and-conditions prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks ; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive.

23.4 *Drug Testing*. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, [Supplier Covenants that all of its personnel who will perform work under this Order at a Buyer Site have been tested and are free from illegal drugs. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The

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prescription medication must not prevent the personnel from performing competent and safe work.] OR (*to be used instead of the bracketed language in circumstances where Supplier does not have the right to conduct routine drug testing*) [Supplier Covenants that it will use reasonable endeavors to ensure that all of its personnel who will perform work under this Order at a Buyer Site are free from illegal drugs. In the event Supplier has reason to suspect that any of its personnel performing work under this Order at a Buyer Site are not free of illegal drugs, Supplier agrees to take immediate steps to remove such personnel from the Buyer Site and ensure that the personnel does not continue to perform work under this Order. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.]

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated herein by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision. Buyer's rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term "including" shall mean and be construed as "including, but not limited to" or "including, without limitation". The invalidity of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Any section or paragraph deemed invalid will be given a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 2.2(d), 2.3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22 and 24 of this Order.

完成憑證

信封 ID: 37E44E54-C598-4CED-A1B6-BDFAFFACBE61

主旨: Contract 13723 'DIVA SSA 2025-2027' requires your action

來源信封:

文件頁數: 23

憑證頁數: 4

自動瀏覽: 已啟用

信封 ID 戳記: 已啟用

時區: (UTC-08:00) 太平洋時間 (美國和加拿大)

簽章: 0

姓名縮寫: 0

狀態: 寄出

信封發起人:

GEHC DocuSign

GEHealthCare.DocuSign@gehealthcare.com

IP 位址: 54.236.3.38

記錄追蹤

狀態: 原始

2025/8/14 上午 06:39:39

持有人: GEHC DocuSign

GEHealthCare.DocuSign@gehealthcare.com

位置: DocuSign

簽署人事件	簽署	時間戳記
Oliver Chen oliver_chen@diva.com.tw 安全性等級: 電子郵件, 帳戶認證 (無) 「電子記錄」和「簽署揭露」: 已接受: 2025/8/14 下午 02:58:52 ID: 602a796b-0078-4410-9bc9-d694743ec7e6		寄出: 2025/8/14 上午 06:51:18 已檢視: 2025/8/14 下午 02:58:52
Smahane Ejjaiji smahane.ejjaiji@gehealthcare.com 安全性等級: 電子郵件, 帳戶認證 (無) 「電子記錄」和「簽署揭露」: 已接受: 2024/12/9 上午 12:36:37 ID: 60c9fced-bd79-48bb-8336-fbc4474d7150		
本人簽署人事件	**簽署**	**時間戳記**
編輯者傳送事件	**狀態**	**時間戳記**
代理人傳送事件	**狀態**	**時間戳記**
仲介傳送事件	**狀態**	**時間戳記**
已驗證傳送事件	**狀態**	**時間戳記**
複本事件	**狀態**	**時間戳記**
見證活動	**簽署**	**時間戳記**
公證人事件	**簽署**	**時間戳記**
信封摘要事件	**狀態**	**時間戳記**
信封已傳送	已雜湊/已加密	2025/8/14 上午 06:51:19
付款事件	**狀態**	**時間戳記**

「電子記錄」和「簽署揭露」

「電子記錄」和「簽署揭露」建立日期：: 2024/11/14 下午 12:36:48
各方同意：: Oliver Chen, Smahane Ejjaiji

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