Spacelabs Healthcare Limited
Terms of Sale and Software License

1. **Terms of Agreement**. This agreement for the sale of equipment ("Equipment"), the licence of Software (as defined below) and/or the provision of services ("Service"), collectively "Products" by Spacelabs Healthcare Ltd. ("Spacelabs") will be only upon the terms of the Spacelabs Customer Quotation applicable to the Product and the terms herein stated (the "Agreement"). Any additional or different terms, including terms in any purchase order, will be of no effect unless expressly accepted in writing by Spacelabs. Spacelabs' performance will not, under any circumstances, be deemed Spacelabs' acceptance of any of the terms and conditions contained in any Customer document. If Customer issues a purchase order or other Customer document to procure the Products, then such issuance will be deemed to constitute Customer's acceptance of these Terms of Sale. Acceptance of or payment for the Products will also be deemed to constitute Customer's acceptance of these Terms of Sale.

2. **Purchase Price**. The purchase price for Equipment and Service and the licence fee for Software will be as set forth in the Spacelabs Customer Quotation. Such price assumes delivery of Equipment and Software within three months.

3. **Acceptance of Order**. All quotations are subject to confirmation by Spacelabs on receipt of Customer's official order and no contract shall be concluded until such confirmation has been provided by Spacelabs.

4. **Cancellation, Suspension or Variation of Orders**. No cancellation, suspension or variation of any order shall be effective unless accepted by Spacelabs writing and such acceptance will be given only subject to adequate compensation for costs incurred in connection with the order. Any extra costs incurred by Spacelabs owing to lack of instructions or mistaken instructions from the Customer shall be added to the quotation price and paid for accordingly. Spacelabs reserves the right to refuse to accept any cancellation of an order.

5. **Delivery**. The Products will be shipped Free Carrier (FCA Incoterms 2010) Spacelabs' manufacturing premises, as applicable to the ordered Products, or such other manufacturing location of Spacelabs as designated by Spacelabs, unless stated otherwise in the Spacelabs sales document. Title and risk of loss or damage to the Products pass to Customer at such location. Prices do not include taxes, shipping and handling, or insurance, which are the responsibility of Customer. Spacelabs may partially ship orders and will be responsible for any additional shipping charges resulting from partial shipments. Shipment of the Products to Customer is subject to Spacelabs' availability schedule and receipt of payment in full. Spacelabs shall use reasonable endeavors to meet the delivery dates set forth herein but considers delivery dates to be estimates only.

6. **Acceptance**. Customer shall upon receipt of the Products, without delay and using due diligence, examine the Products as to their quality and quantity. The Products shall be deemed to have been received in agreed quantity and without apparent damage unless Customer notifies Spacelabs in writing to the contrary within a period of five (5) working days from the receipt of the Products or, if Spacelabs will install, from installation thereof.

7. **Payment Terms**. Products shall be paid in advance of the shipment of the Products. Payment should be by bank transfer, any and all bank charges in connection with the remittance are to be paid by the Customer. For clarity, payment by cheque is no longer accepted. In the event alternative payment terms are agreed in the Spacelabs sales document and where the Customer's payment is overdue, all amounts past due shall incur a late payment charge that shall accrue at the rate of 4% per year above the Bank of England's base rate from time to time, but at 4% per year for any period when that base rate is below 0%, calculated from the date due until such amount is paid. Customer agrees to pay collection expenses and legal fees incurred by Spacelabs in collecting past due balances.

8. **Lien**. In addition to any right to which it may be statute or otherwise be entitled, Spacelabs shall in the event of the Customer's insolvency be entitled to a general lien on all goods or property belonging to the Customer in Spacelabs' possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Customer by Spacelabs under this or any other Contract.

9. **Software License**.

   9.1. **License**. The term "Software" means firmware, standalone software, and updates, upgrades, or new versions of such software as are provided by Spacelabs to Customer. Spacelabs grants Customer a perpetual and nonexclusive licence to install and use the Software in machine readable executable object code on the Equipment for which it was designated by Spacelabs in accordance with the Software's documentation and the Customer Quotation. Except for Software identified in the Customer Quotation as having an enterprise licence, and which can be used throughout Customer's facility, Customer is entitled to use the Software only on a single computer or terminal at any one time, unless otherwise authorized by Spacelabs. Customer has no right to sublicence the Software. This licence is non- transferable except as appurtenant to a Spacelabs-authorized transfer of the related Equipment; provided that, in the event of any such transfer, Customer will deliver a copy of this Software License to the transferee and will ensure that such transferee agrees to be bound by this Software License. Customer's licence to use the Software will commence upon the earlier of: (i) the execution by Customer of an agreement with Spacelabs containing these Software terms; (ii) Customer's opening of the Software packaging; or (iii) Customer's commencement of use of the Software.

9.2. **Third Party Software**. The Equipment or Software may utilize certain Software purchased under licence from third party authors ("Third Party Software"). Transfer of such Third Party Software to Customer from Spacelabs is on the terms of the licence granted by the original licensor. Customer acknowledges and agrees that Spacelabs' suppliers, including Third Party Software vendors, are third party beneficiaries of this agreement entitled to enforce its terms directly with respect to the Products, or elements thereof, that they provide.

9.3. **Limitations**. Customer hereby expressly acknowledges that Spacelabs and its Third Party Software suppliers own throughout the world all right, title and interest in the Software, any copies thereof and all intellectual property rights contained or embodied therein including the ownership to any modifications or translations of the Software. No title to or ownership of Software or the patent, copyright, trademark, trade secret or other proprietary rights to such Software is transferred to Customer; Customer only receives a licence to the Software. Customer will not take any action in violation of Spacelabs' or any Third Party Software author's copyright or other intellectual property rights in the Software. Customer will not: (i) trace, disassemble, decompile, modify or reverse engineer such Software; (ii) copy or transfer the Software or any part thereof, except as expressly permitted by applicable law and except as occurs in the ordinary course of using the Software in accordance with its documentation; or (iii) rent or lease the Software to any third party. When information regarding the internal structure of the Software is necessary in order to obtain interoperability of the Software with other software programs, Customer will contact Spacelabs to obtain such information. Spacelabs may terminate any licence granted hereunder if Customer breaches its obligations under the terms of this Agreement. Upon termination, Customer must destroy or return all copies of the Software.

9.4. **Products of Other Manufacturers**. The right to use other manufacturers' products in connection with the Software will be limited to products specified by Spacelabs. Customer will remain solely responsible for: (i) the suitability of the Software as part of any system based on Software and on equipment of other manufacturers; (ii) the verification of the mutual compatibility of Software and the products of other manufacturers; and (iii) the intended purpose, limits of use and adequacy in the labeling and instructions for use of systems based on Software and on products of other manufacturers.

9.5. **Upgrades**. Should Customer receive any copy of the Software to upgrade a previous version of such Software, such upgraded version of the Software will be the only version Customer is entitled to use unless otherwise agreed and permitted by Spacelabs. Customer will destroy or erase all program material and related documentation, including all copies and modifications, relating to the previous Software.

9.6. **Infringement Claims**. If any third party alleges in a claim against Customer that all or a part of the Software licenced hereunder as used within the scope of the licence infringes any intellectual property rights in the country in the territory of Customer's domicile or main place of business (the Indemnified Claim"), Spacelabs will defend the Indemnified Claim at its expense and will indemnify and hold Customer harmless against any judgment with respect thereto. This defense and indemnification obligation is contingent upon: (i) Customer giving Spacelabs prompt written notice of any claim; (ii) Spacelabs being granted control of the defense, compromise or settlement of such claim; and (iii) Customer's assistance to the extent reasonably required for such defense. In the event Spacelabs receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Software it may, at its expense and without obligation to do so, upon notice to Customer to cease use of the allegedly infringing Software, either: (i) procure for Customer within a commercially reasonable period of time the right to continue to use the allegedly infringing Software; (ii) replace or modify the Software to make it non-infringing, or (iii) repay the licence fees paid to Spacelabs for such Software, in which event Customer will discontinue all use of such Software and Spacelabs' obligations under this Section will terminate with respect to such Software.

9.7. **Infringement Liability Limitations**. Spacelabs will have no liability for any intellectual property infringement claim based on: (i) Customer's use of the Software after Spacelabs' notice that the Customer should cease use of the allegedly infringing Software; (ii) combination of the Software with a product, program or data not authorized by Spacelabs; or (iii) Customer's adaptation or modification of the Software. For all claims described in this Section Customer agrees to indemnify and defend Spacelabs, its affiliates and suppliers (including Third Party Software suppliers) from and against all damages, costs and expenses, including reasonable attorneys' fees.

9.8. **Audit Rights**. Spacelabs and any Third Party Software provider will have the right, as regards their Software, to inspect and audit, at any time during normal business hours during the applicable Software licence and for three years thereafter, Customer's use of the Software to verify that the Customer's use has not exceeded the scope of the licence rights purchased. Spacelabs or, as applicable, the Third Party Software provider will conduct no more than one audit in any 12 month period. In the event that any such inspection or audit reveals that Customer has exceeded the scope of the applicable licence, Spacelabs will deliver written notice of noncompliance to Customer with an invoice for all fees and other amounts due and unpaid relating to such noncompliance at the then current fee rates together with accrued interest (accruing from the date on which the scope of the licence rights purchased by Customer was first exceeded), and Customer will promptly pay such amounts.

10. **Product Warranty**.

10.1. **Equipment**. Unless otherwise agreed, Equipment will be free from defects in material and workmanship and will perform substantially in accord with the written specifications for the Equipment for a period of 12 months from delivery.

10.2. **Software**. Spacelabs warrants that it either owns or has the right to licence the Software. Spacelabs further warrants that: (i) the Software will perform substantially in accordance with the specifications contained in Spacelabs' documentation for the Software at the date of delivery; (ii) the media manufactured by Spacelabs on which Software operates will be free from defects in material and workmanship under normal use for a period of 90 days from the date of delivery by Spacelabs; and (iii) the media not manufactured by but delivered by Spacelabs on which the Software operates will be in accordance with the media manufacturer's warranty.

10.3. **Spare Parts**. "Spare Part(s)" mean replaceable spare parts used in the Equipment and listed in the Spacelabs Spare Parts Price List. Spare Parts do not include computer products or peripheral devices not manufactured by Spacelabs or produced on Spacelabs' behalf and supplied to Customer. Any original Spare Part for which Spacelabs has supplied a replacement Spare Part will become the property of Spacelabs. Spare Parts will be free from defects in material and workmanship for 120 days. Spacelabs reserves the right to us a refurbished part as a replacement Spare Part.

10.4. **Supplies and Accessories**. Single patient use, disposable or consumable supplies or accessories will be free from defects in material and workmanship at the time the Product packaging is opened. Reusable supplies or accessories Products will be free from defects in material and workmanship for one year from delivery; Reusable supplies with limited shelf-life will have a minimum shelf-life of six months from the date of shipment. Disposable supplies with limited shelf-life will have a minimum shelf-life of three months from the date of shipment. Supplies shipped from Spacelabs warehouses follow First-In-First-Out (FIFO) inventory management. Customers who require exceptions to this policy may be accommodated by notifying your Spacelabs representative or customer service team when placing an order. Spacelabs will make all reasonable efforts to accommodate special requests, identified at time of order and detailed on the purchase order, to be reviewed individually and confirmed on a case-by-case basis.

10.5. **Service Products**. Spacelabs warrants that Service will be performed in a prompt, diligent, competent and workmanlike manner, and will be free from defects in material and workmanship for a period of 90 days from completion.

10.6. **Third Party Products**. Products other than supplies, accessories, and Spare Parts that are manufactured by a third party manufacturer will carry the warranties given by such third party.

10.7. **Conditions and Limitations**.

10.7.1. For the warranty to apply, Spacelabs must witness or be able to reproduce the defect. Spacelabs' warranties and obligations will not apply if the defect results from: (i) misuse or abuse of the Product by Customer; (ii) defects caused by normal wear and tear or deterioration of the Product; (iii) installation, repair or alteration of the Product by persons not authorized by Spacelabs (Customer's biomedical engineering staff will be deemed authorized personnel to repair a Product upon successful completion of Spacelabs technical training for the Product); (iv) defects caused by a product, software or part not originating from Spacelabs; (v) failure of Customer to maintain the Product according to the Product documentation or, for Software, use of the Software in violation of the licensing terms stated herein or failure to install the most recent no cost, mandatory software update within 120 days after release by Spacelabs; or (vi) natural causes, power fluctuation, or power failure. Spacelabs' obligation and liability under any warranty is limited to repair or replacement of a defective Product. Customer must obtain a return of goods authorization including packaging and shipping instructions from Spacelabs before Equipment or Software Products can be returned for warranty Service or adjustment.

10.7.2. Customer must report to Spacelabs in writing any breach of the warranties contained in this Section 10 during the relevant warranty period.

10.8. **Disclaimer of Warranties**. SPACELABS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SPACELABS AND ITS SUPPLIERS.

10.9. **Customer Responsibilities during Warranty Coverage**.

10.9.1. Customer will ensure appropriate personnel participate in Spacelabs biomedical and clinical education training and provide training to peers, as appropriate. Prior to implementation of the Spacelabs Products, Customer will have developed and implemented a process to handle first call response within their biomedical, nursing and information technology teams.

10.9.2. Customer will make appropriate resources available to facilitate resolution of any issue that may arise during the warranty period.

10.9.3. If Customer cannot resolve an issue with reasonable and good faith efforts, Customer will promptly telephone the Spacelabs Technical Support team regarding such issue, then work cooperatively with the Technical Support team to troubleshoot the issue and facilitate resolution. If field Service is needed, Customer will provide Spacelabs field service engineers with appropriate contact information and reasonable support in its resolution of the issue.

10.9.4. Customer will provide Spacelabs with advance notification of any planned system changes that may impact the Spacelabs Software.

10.9.5. Customer is responsible for the support of all non-Spacelabs equipment used in conjunction with the Spacelabs Products, including but not limited to non-Spacelabs computer hardware, operating systems and network cabling, routers, and switches.

10.9.6. Customer is responsible for removing PHI (as defined below) prior to return of a Product to Spacelabs unless the Product cannot be operated to complete such removal (Customer will let Spacelabs know if this is the case).

11. **Product Installation and Training**. Spacelabs will provide installation and training Service in accordance with and to the extent of Spacelabs' then current installation and training policies. Customer will ensure that all users authorized by Customer to use the Spacelabs Products have completed requisite training to safely install, operate and/or use the Spacelabs Products.

12. **Return of Products and Restocking Charges**. Spacelabs, in its sole discretion may accept the return of Equipment or Software Products. However, such returns must be approved in writing by Spacelabs prior to return and must take place within 12 months of shipment, and must be in the original unopened packaging Products which Spacelabs agrees may be returned for Customer convenience will be charged a restocking fee of 20% if returned within the first six months after shipment, and 40% for the seventh through twelfth month after shipment and must be in the original unopened packaging. Certain pre-configured software and identified supplies and accessories with limited shelf life are not returnable.

13. **Installation and Implementation Service Specific Terms**.

13.1. Customer will make available to Spacelabs in a timely manner any information, data or documents in Customer's possession which Spacelabs may require to perform the installation and implementation Service (the "Project"). Spacelabs will be entitled to rely upon the accuracy and completeness of such information, data or documents.

13.2. Customer will designate and make available to Spacelabs on a regular basis a representative who is fully familiar with the Project and who is authorized to act on Customer's behalf in connection with the Project, to approve changes to the Project, and to inspect the Project.

13.3. Customer will provide Spacelabs with access to the Project site and prevent interference with Spacelabs' Project Service by Customer employees, visitors, trade unions, patients, and other contractors.

13.4. Should Spacelabs or Customer propose a change in the nature or scope of the Project, Spacelabs will submit to the Customer a written description of the work involved in the proposed change and the cost thereof. Should Customer direct Spacelabs to proceed with the change, Spacelabs will prepare a written change order describing the change and the adjustment in the Project Price required by such change ("Change Order"). No change will be effective unless and until it is embodied in a writing signed by the parties.

13.5. Customer represents and warrants that no asbestos or other hazardous materials are located within or adjacent to Spacelabs' Project work site, except as may have been disclosed to Spacelabs in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the Project work site during the course of Spacelabs' Service, Spacelabs will immediately suspend all Service and notify the Customer orally, with confirmation in writing. Removal of all such hazardous materials will be the sole responsibility of the Customer. Spacelabs may, at its option, treat the presence of such hazardous materials as grounds for terminating this Agreement or suspending the Project until Customer certifies in writing to Spacelabs and Spacelabs confirms that all such hazardous materials have been removed. Spacelabs will notify Customer in writing within 10 working days after its initial notice of work stoppage if it elects to terminate or suspend the Project Service.

13.6. Spacelabs will not be liable for any claims or damages arising from or related to: (i) pre-existing site conditions at, or construction or design of any Customer facility; (ii) information, data, or documents provided by Customer for use by Spacelabs in connection with Service; or (iii) work of third parties not under contract with Spacelabs.

13.7. The term "Substantial Completion" means the date when the Project or a designated portion thereof is sufficiently

complete for Customer's use. Spacelabs will use reasonable best efforts to achieve "Substantial Completion" of the Project by the estimated completion date as agreed by the parties in writing. Customer will promptly advise Spacelabs in writing of any defects in material or workmanship which are discoverable with reasonable diligence during the Project Service. Spacelabs will notify the Customer when the Project has reached Substantial Completion, whereupon the parties will promptly inspect the Project together and identify any defects, deficiencies or Service remaining ("Punch List"). Upon the correction or completion of Punch List items, the Project will be promptly re-inspected.

13.8. The price for the Project Service is stated in the Customer Quotation for the Project. Such price, except as otherwise stated in such Customer Quotation, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Project Service, save that any utility assessments or connection charges, taxes or fees, licences or permits relating to the operation of the Customer facility are to be paid by Customer. The Price may be adjusted for changes or additional work agreed to by the parties in writing. Should Customer direct or approve Project Service outside of normal working hours, costs incurred will be at the Customer's expense.

13.9. In the event the Project is terminated for any reason, Customer will pay Spacelabs for the Service performed to the termination date, as well as the costs of materials for the Project that are not cancelable.

14. **Product Service Specific Terms**.

14.1. Service is in addition to, and not a substitute for, routine Product maintenance. It is Customer's responsibility to follow the routine maintenance instructions provided by Spacelabs in the Product operations manual and accompanying labels and/or inserts for each Product, as failure to comply may result (as determined by Spacelabs in its reasonable discretion) in increased charges for Service, loss of Service coverage, and/or loss of warranty coverage for such Product. Customer must ensure that Product made available for Service is free of biological hazard materials. Customer is responsible for removing patient information prior to return of Product to Spacelabs unless the Product cannot be operated to complete such removal. Spacelabs will have no obligation to perform Product Service or accept returned Products unless these conditions have been satisfied.

14.2. Customer must ensure that Product is available for Service at the agreed time and place. Spacelabs reserves the right to invoice Customer for Service if the Product is not available.

14.3. **Service Support Agreements**. Products will be included in a Spacelabs Service support agreement only after Spacelabs has determined that the Product is in good operating condition and eligible for coverage hereunder. If Spacelabs determines that preliminary Product Service or initial repairs are required, Spacelabs will advise Customer of same and separately invoice Customer for such preliminary Service or initial repairs at Spacelabs' then current list prices/rates for time and materials. The support Service agreement term for a Product is the period shown in the Customer Quotation; provided, however, that Spacelabs will not be obligated to provide Service until it receives advance payment for the billable period set forth in the Customer Quotation. Either party may terminate a support Service agreement in the event the other party is in default of any of that party's obligations as regards Service and such default remains uncured 30 days after receipt of notice of such default. Spacelabs may terminate a support Service agreement upon written notice in the event of an assignment by Customer for the benefit of its creditors, Customer's insolvency, or Customer or filing of a petition for bankruptcy. Customer may terminate a support Service agreement for convenience, with or without cause, by provision of thirty days written notice to Spacelabs.

14.4. **Limitation on Product Service**. Spacelabs will not be obligated to provide any Product Service or Spare Parts requested to upgrade the Product from the applicable specification at the time of purchase, or for cosmetic reasons, or made necessary in whole or in part by improper use, abuse, neglect, negligence, accident, catastrophe, acts of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by anyone other than Spacelabs.

15. **Miscellaneous**.

15.1. **Proprietary Rights**. "Intellectual Property Rights" means patent, copyright, trademark, trade secret and any other intellectual property rights. Spacelabs and its suppliers retain all rights, title and interest in and to the Intellectual Property Rights in the Products and any updates, upgrades, or derivative works thereof. Customer does not acquire any Intellectual Property Rights in the Products. Spacelabs' design, drawings, tracings, reproductions and specifications will remain Spacelabs' property.

15.2. **Confidentiality**. Each party agrees to hold the other party's business, technical and proprietary information, including Product pricing ("Confidential Information") in strict confidence and to treat Confidential Information of the other party with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Each party will use such information only in connection with this Agreement and the provision of Products by Spacelabs to Customer and will not disclose such information

except as required by law. Each party will limit disclosure of such confidential information only to those of its employees and contractors who have a need to know the information and are bound by confidentiality obligations as regards the Confidential Information that are no less stringent than those stated herein. Upon request by a party, the other party will return the party's Confidential Information.

15.3. **Liability; Data**. Spacelabs shall be liable to the Customer as expressly provided in this Agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence) or otherwise to the Customer. Notwithstanding the foregoing, nothing in this contract shall exclude or restrict Spacelabs' liability for (i) death or personal injury resulting from the negligence of Spacelabs or of its employees while acting in the course of their employment; (ii) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (iii) fraud or fraudulent misrepresentation or (iv) any other obligation which cannot be limited or excluded by the laws of England and Wales. Spacelabs' total liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this Agreement shall not exceed the total charges paid by Customer to Spacelabs for the services performed and Products supplied hereunder. IN NO EVENT SHALL SPACELABS BE LIABLE FOR ANY DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, LOSS OF USE OF PROGRAMS, LOSS OF REVENUE, LOSS OF BUSINESS, USE OR COST OF SUBSTITUTE PROCUREMENT, LOSS OF ANTICIPATED SAVINGS AND LOST PROFITS, INCURRED BY CUSTOMER OR A THIRD PARTY, EVEN IF SPACELABS HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL AT ALL TIMES MAINTAIN THE NECESSARY BACKUP AND SECURITY FOR ANY AND ALL DATA AND APPLICATION SOFTWARE USED WITH THE EQUIPMENT AND SOFTWARE AND WILL BE RESPONSIBLE FOR ANY LOSS OF ANY SUCH DATA OR APPLICATION SOFTWARE.

15.4. **Security Interest**. Customer hereby grants to Spacelabs a security interest in all Products, and in any proceeds thereof, including insurance proceeds, to secure payment of all amounts due under this Agreement until such amounts are paid in full. Customer shall not, without Spacelabs' prior written consent, relocate, sell, lease, or create additional liens other than the security interest described herein over the Products until Customer has paid for all such Products in full. If Customer defaults under any obligation arising under or in connection with this Agreement, Spacelabs may pursue all remedies of a secured creditor provided under the Uniform Commercial Code or other applicable law. Customer agrees that Spacelabs is entitled to file such financing statements and amendments thereto as Spacelabs deems necessary to protect its interest in the Products and to effectuate the purposes of this Section. If Customer defaults on any obligation arising under or related to this Agreement, Customer shall make all Products available so that Spacelabs may repossess them promptly and without breach of the peace. Upon Spacelabs' request, Customer covenants that it shall execute any and all documents requested by Spacelabs to perfect Spacelabs' security interest in any or all of the Products.

15.5. **Foreign Shipment or Resale.** Shipment or resale of Spacelabs Products and technical data outside the United Kingdom is subject to approval and regulations of the government of the United Kingdom and/or the United States government and/or the government of the place of shipment. Customer is responsible for obtaining any necessary export licences and for compliance with all customs regulations. Customer shall not commit any act or omission which will result in a breach of any such regulations and requirements.

15.6. **Information Security**. Customer is responsible for selecting and implementing necessary security measures in order to protect login and authentication credentials as well as the confidentiality, integrity and availability of Customer's networks, systems and data. Customer is responsible for the prevention of security breaches (malware, spyware, trojans, viruses etc.).

15.7. **Medical Device Products**. Certain Spacelabs Products may be classified as medical devices. The Customer will have the following additional obligations in conjunction with operation and use of Spacelabs medical devices:

15.7.1. If Customer receives or otherwise becomes aware of information that reasonably suggests that a Spacelabs medical device has been or might be involved in an adverse event or safety-related incident, as defined by applicable laws and regulations from time to time, the Customer will forward such information to Spacelabs without unreasonable delay. Customer will use best efforts to assist Spacelabs with the investigation of any such adverse events or incidents.

15.7.2. If Spacelabs notifies Customer that a field safety corrective action or product recall is required for a Spacelabs medical device, then Customer will expediently confirm receipt of field safety notices or product recall notices, and inform all affected users as instructed by Spacelabs. Customer will also assist Spacelabs in the execution of the field safety corrective action or product recall, including following up with each affected user that required action has been implemented.

15.7.3. If Customer resells the medical devices, Customer will have key processes compliant with regulatory requirements such as but not limited to complaint handling, recalls, traceability, auditing, and equipment

testing. Customer will provide Spacelabs with all information reasonably necessary for Spacelabs to evaluate such processes including the ability to audit. Customer will immediately notify Spacelabs of any changes to its key processes.

15.7.4. **SPACELABS' WARRANTY IS VOIDED BY USE OF ACCESSORIES, SPARE PARTS, OR CONSUMABLES THAT ARE NOT QUALIFIED BY SPACELABS AS COMPATIBLE WITH THE MEDICAL DEVICE PRODUCT, AS THE PRODUCT IS IN SUCH INSTANCE NO LONGER COMPLIANT WITH REGULATORY REQUIREMENTS.**

15.8. **Compliance with Laws**. Spacelabs will comply with all federal and state laws, ordinances, regulations and codes applicable to the Products and Spacelabs' performance under this Agreement, including all applicable laws and regulations relating to data privacy. Customer will use the Products in strict accordance with all applicable local, state and federal laws, regulations and guidelines, including without limitation all Indications for Use, Contraindications, Warnings, Precautions, and Descriptions accompanying the Products. Customer will use prudence and reasonable care in the use, handling, storage, transportation, disposition, and containment of the Products.

15.9. **Governing Law; Jurisdiction**. This contract shall be governed by and construed and interpreted in accord with the law of England and Wales, and the parties hereby agree that all matters arising out of or in connection with this contract shall be subject to the jurisdiction of the courts of England and Wales..

15.10. **Invalidity; Waiver**. The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

15.11. **Force Majeure**. Spacelabs will not be responsible for any delay or non-performance of its obligations hereunder to the extent and for such periods of time as such delay or non-performance is due to causes beyond its control. Such causes include, but are not limited to, acts of God, war, acts of any government in either its sovereign or contractual capacity, fire, explosions, sabotage, the elements, epidemics, quarantine restrictions, strikes, lockout, embargoes, severe weather, delays in transportation, Customer's (or any of Customer's employees, agents, or representatives) actions or omissions, fuel shortages, or delays of suppliers or subcontractors. Spacelabs may experience supply chain interruptions, travel restrictions and the implementation of health and safety procedures that could delay Product deliveries, Product installations, spare parts availability, maintenance and repair work, and technical support, among other deliverables and services. Spacelabs will endeavor to plan for and limit the impact that these and other types of force majeure events may have on our customers but we cannot guarantee performance dates and response times.

15.12. **Notice**. All notices required hereunder must be delivered in writing by personal delivery or delivery by professional courier. Such notice will be effective upon receipt. All notices sent by Spacelabs shall be sent to the address to which Spacelabs regularly invoices Customer or, at Spacelabs' election, to Customer's address set forth in the Customer Quotation. All notices sent by Customer shall be sent to the Spacelabs address set forth in the Customer Quotation, Attn: Legal, or to such other address or person as may be designated by Spacelabs by giving written notice to Customer pursuant to this Section.

15.13. **Relationship of the Parties**. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to the Agreement.

15.14. **Assignment**. Customer may not, without Spacelabs' prior written consent, assign, delegate, pledge or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.

15.15. **Entire Agreement**. This Agreement constitutes the complete and exclusive statement of the agreement between Spacelabs and Customer in connection with the parties' business relationship related to the subject matter hereof, and all previous representations, discussions, and writings are merged in, and superseded the Agreement.