

FAST TRAK TRAINING COURSES Terms and Conditions - EMEA

The following terms and conditions ("Terms and Conditions") apply to the classes or courses offered by GEHC and to the course materials and course handouts GEHC provides. Attendance at a class, course or Buyer's use of any course materials and/or the course handouts constitutes Buyer's tacit agreement to these Terms and Conditions.

1. General

1.1. In these Terms and Conditions:

- a) *Buyer* means the person, firm, company or other organization who or which has ordered Services from GEHC;
- b) *GEHC* means the GE Healthcare legal entity referred to in the final written offer, quotation, purchase order or order acknowledgement (hereinafter the "Purchase Order") or, if none, the GE Healthcare legal entity providing the Services;
- c) *Contract* means the contract for the sale and purchase of Services between GEHC and the Buyer as may be further evidenced by GEHC's final written offer, quotation, purchase order or order acknowledgement. No prior proposals, statements, representations or conditions will be binding on either Party;
- d) *Course Handouts* means the booklet or printouts of the presentations made during the training course, provided by GEHC to Buyer or Buyer's employees in a binder or electronically during the Course, as a reference to the subject matter of such training course, the content and form of which is provided at GEHC's sole discretion;
- e) *Course Materials* means the course papers, presentations, and/or software used in a Course provided to Buyer other than the Course Handouts;
- f) *Equipment* means all electronic equipment, hardware and other electronic or mechanical items agreed to be supplied by GEHC in connection with the Services, excluding any consumables and spare parts sold separately;
- g) *Services* mean the Courses purchased by the Buyer, further described in Section 2 below, along with the corresponding Course Materials and Course Handouts.

1.2. These Terms and Conditions set out the full extent of the Parties' obligations and liabilities in respect of the supply of the Services, Course Materials, Course Handouts, and related documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on GEHC except as specifically stated herein.

1.3. These Terms and Conditions shall be incorporated into the Contract and shall apply to the exclusion of any conditions of the Buyer.

2. Courses, Course Materials, and Course Handouts

Buyer's Course selection shall be defined in the corresponding Purchase Order or registration form. The following training courses are offered by GEHC ("Course"):

- a) Standard Courses: generally available Courses listed in the GEHC Life Sciences Catalog which GEHC publishes from time to time. GEHC reserves the right to change the Course content, add or withdraw Courses, Course Materials and/or Course Handouts at any time without notice.
- b) Custom Courses: private or on-site Courses, to be scheduled by mutual agreement.

3. Prices and payment

3.1. The price for the Services ("Price") will be GEHC's quoted price, provided the following:

- a) Standard Courses: the prices currently in effect in GEHC's then current pricelist shall apply; and
- b) Custom Courses: the prices shall be established based on Buyer's requirements. Additional charges may apply.

3.2. All payments hereunder shall be due and payable by the Buyer in full within thirty (30) days of the date of invoice issued by GEHC.

3.3. In the event of late payment of any amount due under the Contract, GEHC may: (i) suspend delivery of Services and/or cancel any of its outstanding obligations hereunder; and/or (ii) charge Buyer interest on such unpaid amounts at the lower of (A) twelve percent (12%)

per annum; or (B) the highest rate per annum permitted under applicable law, in each case calculated on a daily basis from the date such amount first becomes due until such amounts are paid in full. Buyer shall reimburse GEHC for reasonable costs (including legal and debt collection fees) relating to collection of any unpaid amounts.

3.4. The Price is exclusive of any Value Added Tax/Goods and Services Tax/Sales Tax or similar taxes ("Price"). In the event that any VAT/GST/Sales Tax or similar indirect taxes are properly due under any applicable law, regulation or otherwise, this shall be charged in addition to any other payments due by virtue of the Services and shall be payable by the Buyer on receipt of a valid invoice issued by GEHC, unless the Buyer provides GEHC with valid exemption documentation. If GEHC is not required to collect sales tax on the taxable transaction then the Buyer will self-assess use tax on the transaction and remit those taxes directly to the proper tax authorities. In the event that GEHC is assessed sales tax by a taxing authority, the Buyer agrees to reimburse GEHC for such tax, including penalty and interest. Each Party is responsible for franchise and privilege taxes on its business and for the taxes based on its net income or gross receipts.

3.5. All Purchase Orders issued by GEHC for the supply of the Services shall remain open for acceptance for the period stated in the Purchase Order or, if none is stated, for sixty (60) days from the issuance of such Purchase Order. GEHC reserves the right to increase prices at any time without prior notification.

3.6. The Price includes the use of required Course Materials and the provision of the Course Handouts, subject to Section 7 below.

4. Buyer at GEHC Premises

If the Services are provided at GEHC's premises, Buyer shall be subject to and abide by all rules and procedures of such premises.

5. Health, Safety and Insurance

5.1. If the Services are scheduled to be provided at Buyer's location, the following provisions shall apply:

- a) Buyer is responsible for maintaining its facilities in compliance with applicable local, state and federal environmental, health and safety ("EHS") laws and regulations. Buyer shall provide to GEHC employees a copy of the current and relevant safety rules and procedures. Buyer will timely correct all EHS non-compliance identified by GEHC and reported to Buyer. GEHC's may not initiate or may suspend the Services if it considers that there is a risk to people's health and safety, without incurring any further cost or liability. In such circumstance, the Services will be considered postponed for purposes of Section 8.3 below.
- b) If GEHC is bringing Equipment to Buyer's premises for purposes of the Services, Buyer shall, at its sole cost and expense, obtain and maintain in effect for as long as the Equipment is in Buyer's premises, insurance policies providing at least the following coverage:
 - (i) General liability insurance, in occurrence form, insuring Buyer against any and all liability for injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with Buyer's use of the Equipment, and including contractual liability coverage for Buyer's indemnity obligations under these Terms and Conditions, to afford protection with a minimum combined single limit of liability of at least \$3,000,000; and
 - (ii) Standard all-risk property and casualty insurance, insuring Buyer's property, improvements and equipment against those risks normally encompassed in an all-risk policy, and such other risks as a reasonably prudent owner of similar property in the locality where the Equipment is located would normally insure against, such insurance to provide for the payment of full replacement cost in the event of a total destruction of

Buyer's property and other improvements and shall name GEHC as loss payee for its respective interest.

6. Accommodations for students with disabilities

If reasonable accommodations are required for an individual with a disability, Buyer shall advise GEHC of such need at the time of Course registration.

7. Buyer's license to use Course Materials and Course Handouts

7.1. Buyer is granted a non-exclusive, non-transferable license to receive and possess the Course Materials associated with the relevant Course(s) purchased hereunder and to use such materials during attendance at the Course(s), provided that only the Buyer's employee, representative or any other delegate ("Delegate") of the relevant Course may make such use (the "Course Materials License"). Buyer acknowledges that the Course, the Course Materials and related documents are not sold by virtue of this agreement and shall comply with the conditions set forth herein. The Course Materials License granted by this Section 7.1 is valid for the duration of the Services.

7.2. Notwithstanding, and subject to all the conditions set out in these Terms and Conditions (including, without limitation, Sections 7.3 and 15 below), GEHC grants Buyer and its Delegates a perpetual license to use the Course Handouts after the conclusion of the Course to which the Course Handouts relates (the "Course Handouts License").

7.3. Except as expressly set out in the Course Materials License and the Course Handouts License, Buyer undertakes (and Buyer undertakes to procure that Buyer's Delegates attending a Course on Buyer's behalf or on Buyer's account so undertakes):

- a) Not to copy the Course Materials, the Course Handouts, or any related documentation except where such copying is incidental or necessary for the purposes of completing the relevant Course;
- b) Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Course Materials, the Course Handouts, or any related documentation;
- c) Not to alter or modify in whole or in part the Course Materials, the Course Handouts, or any related documentation, nor permit the Course Materials or Course Handouts or any part thereof to be combined with, or become incorporated into, any other materials;
- d) To include the copyright notice of GEHC on all entire and partial copies that Buyer or its Delegates may make of the Course Materials, the Course Handouts, or any related documentation on any medium;
- e) Not to provide or otherwise make available the Course Materials, the Course Handouts, or any related documentation in whole or in part, in any form to any person without prior written consent from GEHC; and
- f) To supervise and control the use of the Course Materials, the Course Handouts, or any related documentation and ensure that they are used by Buyer's Delegates in accordance with the respective terms of the Course Materials License and/or the Course Handouts License.

8. Transfers and Cancellations of Services

8.1. Buyer's Delegates may transfer their registration from one Course to another (if available) or to a colleague who is a member of Buyer's organization up to seven (7) business days prior to the original Course date. Each Delegate can transfer its registration one time. The registration will be transferred upon Buyer's written advance notice to GEHC's course coordinator.

8.2. Once a Delegate has transferred its registration, no cancellation will be allowed. No refund will be due to the Buyer and in case of non-attendance, full payment shall be due to GEHC.

8.3. If Buyer reschedules or postpones any of the Services, Buyer shall reimburse GEHC for all non-refundable travel and living expenses and charges associated with changing travel itineraries incurred by GEHC. Such expenses shall be immediately paid upon Buyer's receipt of the corresponding invoice from GEHC.

8.3.1. For Custom Courses, GEHC shall receive at least thirty (30) days prior written notice of Buyer's intent to reschedule or postpone, without prejudice of Section 8.3 above.

8.4. If Buyer cancels any of the Services, GEHC shall receive a written notice and observe the procedures set out in Section 16.2 below. All non-refundable travel and living expenses incurred by GEHC at the time of the receipt of the cancellation notice shall be reimbursed, as well as the following cancellation fees:

- a) 50% of the Price, if Buyer cancels between thirty (30) and twenty one (21) business days prior to the Course date;
- b) 80% of the Price, if Buyer cancels between eight (8) and twenty (20) business days prior to the Course date; or
- c) 100% of the Price, if cancellation occurs seven (7) business days or less prior to the Course date.

8.4.1. Any unpaid portion of the amount due, as set out above, shall be immediately paid upon Buyer's receipt of the corresponding invoice from GEHC.

8.5. GEHC reserves the right to cancel any of the Services at any time, without incurring any additional liability to the Buyer or any Delegate. In such circumstances, GEHC will, at its sole discretion: (i) offer Buyer with alternative dates; (ii) credit Buyer's account toward future GEHC Services; or (iii) provide Fast Track process development services. GEHC will not be responsible for Buyer's or its Delegate's airfare or other travel and living costs, penalties or other costs incurred due to the postponement or cancellation of the Services.

9. Warranty

GEHC MAKES NO WARRANTY AS TO RESULTS TO BE ATTAINED BY BUYER OR ITS DELEGATES BY ATTENDING THE COURSES OR USING THE COURSE MATERIALS AND/OR THE COURSE HANDOUTS. ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED.

10. Intellectual Property Rights

10.1. Except for the limited licenses granted to Buyer under Section 7, all right, title and interest worldwide in the Intellectual Property Rights in or associated with the Services (including in the Course Materials, the Course Handouts, and any related documents and in the trademarks of GEHC or its Affiliates) shall at all times remain vested solely and exclusively in GEHC or its Affiliates or licensors. Nothing in these Terms and Conditions or otherwise shall be construed in any way to grant to Buyer or its Delegates any express or implied option, license or other right, title or interest in or to any Confidential Information of GEHC, any trademark or any Intellectual Property Right owned by or licensed to GEHC or any of its Affiliates.

10.2. Any copyrighted or copyrightable works, ideas, discoveries, inventions, patents, products or other information developed in whole or in part by GEHC in connection with the Services ("Work Product") shall be the exclusive property of GEHC.

10.3. For avoidance of doubt, GEHC shall have no interest in Buyer's Confidential Information other than to perform the Services hereunder.

11. Data Protection

11.1. The Buyer and GEHC shall comply with data protection laws applicable to their respective processing of personal data under the Contract.

11.2. Where GEHC may process delegate personal data stored in Equipment or Software when performing the Services, the following provisions shall apply: (i) The Buyer has the sole and exclusive authority to determine the purposes and means of the processing of delegate personal data by GEHC. GEHC shall process such personal data only for the purposes of providing the Services in accordance with the Buyer's instructions. (ii) The Buyer shall endeavour to limit the disclosure of delegate personal data to GEHC to that reasonably necessary to perform the Services. (iii) GEHC shall keep delegate personal data confidential and shall implement technical and organizational measures

to protect it against accidental, unlawful or unauthorized destruction, loss, alteration, disclosure or access.

11.3 Prior to returning any equipment to GEHC, the Buyer shall decontaminate it and ensure that all personal data, including but not limited to delegate personal data stored in such equipment is deleted. The Buyer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by GEHC

11.4 Prior to and during the Contract, the Buyer may provide GEHC with personal data relating to its personnel or other individuals involved in the use of the Products or Services. The Buyer consents to the processing of this personal data by GEHC, its affiliates and their respective suppliers, and shall, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her personal data for the following specific purposes: (i) performing the Contract; (ii) providing information about GEHC products and services; (iii) transferring personal data as specified in Section 11.5 and (iv) satisfying legal or regulatory requirements.

11.5 GEHC may transfer personal data relating to delegates, the Buyer's personnel or other individuals involved in the use of Products and Services to recipients located in countries outside of the European Economic Area and to the extent the Buyer is the data controller of such data, the Buyer will (1) provide appropriate notice to the relevant individuals, (2) obtain any requisite consent, (3) provide individuals with applicable choices with respect to the use, disclosure or other processing of their personal data, and (4) provide individuals with the opportunity to exercise their right to access their personal data. GEHC has taken steps to provide adequate protection with respect to personal data sent outside of the European Economic Area, and will, upon request of the Buyer, negotiate regarding the applicability of any further data processing or data transfer agreement as may be required to support the lawful transfer of personal data.

11.6 The Buyer agrees that GE Healthcare may process certain de-identified and/or aggregated data it generates during the course of providing services, for the purposes of driving operational efficiency, benchmarking, product development, continuous improvement of the Equipment's performance or for other GE Healthcare research and development purposes.

12. Limitation of Liability

12.1. GEHC shall have no liability under the warranties contained herein with respect to any defect in the Services or Equipment arising from: (i) specifications or materials supplied by the Buyer; (ii) fair wear and tear; (iii) willful damage or negligence of the Buyer or its Delegates; (iv) abnormal working conditions at the Buyer's premises; (v) failure to follow GEHC's instructions (whether oral or in writing); or (vi) Equipment misuse, relocation or installation by someone other than GEHC's authorized persons.

12.2. IN NO EVENT SHALL GEHC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED (INCLUDING FAULT OR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE SERVICES INCLUDING, WITHOUT LIMITATION, DATA LOSS, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

12.3. The total liability of GEHC and its Affiliates and their respective Representatives arising out of or in connection with these Terms and Conditions and/or the Services and the Equipment, whether in contract, tort (including negligence), statute or otherwise, shall, to the maximum extent permitted by Applicable Law, be limited to damages in an amount equal to the amount paid to GEHC under these Terms and Conditions.

12.4. Nothing in the above shall limit or exclude any liability of GEHC which may not be limited or excluded at law.

13. Indemnification

13.1. Buyer shall defend, indemnify, and hold harmless GEHC and its affiliates, and their respective representatives, from and against any and all damages incurred or suffered by GEHC or such Persons arising, directly or indirectly, from: (i) any fraud, gross negligence or intentional misconduct by Buyer or such persons in connection with these Terms

and Conditions; (ii) any misuse or unintended use of the Equipment; and (iii) any claim that the Buyer's use of the Equipment and/or the Course Material infringes the intellectual property rights of any third party.

14. Export Control

Buyer shall not export the Course Materials, Course Handouts or any information or documents provided hereunder without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the country of origin or the original country of export. The requirement to obtain a license may vary depending on the country of destination, the end user, the end use and other factors. Upon request from GEHC, Buyer shall furnish GEHC with copies of all documents relating to such export.

15. Confidentiality

15.1. Each Party (the "Recipient") may receive or have access to certain information of the other Party (the "Discloser") that is Confidential Information of Discloser. Recipient agrees to keep Discloser's Confidential Information confidential and not to disclose such Confidential Information, in whole or in part, to any person, other than to Recipient's Representatives who need to know such Confidential Information for the purpose of these Terms and Conditions, who are informed of the confidentiality obligations of Recipient hereunder and who are bound by substantially equivalent confidentiality obligations as Recipient.

15.2. It is hereby agreed that the Course Materials, the Course Handouts, and any materials that GEHC may produce to the Buyer during Course pursuant to the curriculum of such Course as well as any information obtained during site visits at GEHC premises whether in writing, orally or visually are considered Confidential Information for purposes of this Section.

15.3. Recipient shall not use, or allow the use of, the Confidential Information of Discloser for any purpose other than in the furtherance of the Services.

15.4. Confidential Information shall not include any information that:

- a) Was publicly available prior to the date of this agreement;
- b) Was already known by Recipient on a non-confidential basis prior to its disclosure to Recipient or its Representatives;
- c) Recipient can demonstrate was independently developed by it without reference to any information comprising Discloser's Confidential Information;
- d) Was rightfully received from a third party with no duty of confidentiality;
- e) Was disclosed by Recipient with Discloser's prior written consent; or
- f) Is required to be disclosed by the Recipient pursuant to a legally enforceable order, judgment, law or regulation; provided that any such disclosure shall only be made to the extent necessary to comply therewith.

15.5. The Recipient shall notify the Discloser immediately if it becomes aware of any disclosure in breach of the obligations in this Section.

15.6. This Section shall survive for a period of five (5) years after the expiration or termination of the Services.

16. Termination

16.1. Either Party may immediately terminate this agreement:

- a) Upon such Party providing written notice to the other Party if such other Party breaches any provision of these Terms and Conditions in any material respect and fails to remedy such breach within thirty (30) days after the non-breaching Party delivers written notice of the breach to the breaching Party; or
- b) Without notice and without prejudice to any other rights hereunder with respect to a Party in the event of (a) such Party's insolvency, receivership, or voluntary or involuntary bankruptcy; (b) an assignment by such Party for the benefit of creditors; or (c) any substantial part of such Party's property being or becoming subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within thirty (30) days thereafter.

16.2. In the event of termination for any reason:

- a) Except if otherwise provided herein, all rights granted to Buyer under Section 7 shall cease, and Buyer must cease all activities authorized by such License(s);
- b) Any Equipment in Buyer's possession shall be immediately returned to GEHC;
- c) Buyer shall promptly pay GEHC any monies due for the Services actually performed and expenses actually and reasonably incurred from its effective date until the date of termination; and
- d) Buyer must immediately delete or remove the Course Materials or documentation from all computer equipment in Buyer's possession, and immediately destroy or return to GEHC (at the GEHC's option) all copies of the Course Materials, the Course Handouts, and any related documentation then in Buyer's possession, custody or control and, in the case of destruction, certify to GEHC that Buyer has done so.

17. Disputes and Governing Law

17.1. These Terms and Conditions and all further documents executed pursuant to it (including, without limitation, the Purchase Order) shall be governed by and construed in accordance with the substantive laws of GEHC's relevant place of business, excluding the rules on the conflict or choice of laws. In no event shall this Agreement be governed by the UN Convention on Contracts for the International Sale of Goods.

17.2. Any dispute, controversy, or claim relating to this Agreement ("Dispute") shall 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 written consent of Buyer and GEHC.

17.3. If the Dispute is not otherwise resolved through negotiation or non-binding mediation within a reasonable time period (such time period not to exceed seventy-five (75) days from the date the Dispute was first notified by either Party to the other), either party may submit the Dispute exclusively to the GEHC's place of business' Courts.

18. Miscellaneous

18.1. Relationship. The relationship of the Parties hereunder is that of independent contractors. Nothing in these Terms and Conditions shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

18.2. Entire Agreement. Unless otherwise specified herein, these Terms and Conditions and related Purchase Orders represent the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced to enter into these Terms and Conditions by any representations of the other Party not contained in this agreement. In case of conflict between these Terms and Conditions and the Purchase Orders, these Terms and Conditions shall apply.

18.3. Force Majeure. Neither Party shall be liable for any failure of or delay in performing any of its obligations under these Terms and Conditions (other than any payment obligation), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, including, without limitation, war, terrorism, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies (each, a "Force Majeure Event"). Such non-performance will be excused for as long as such Force Majeure Event shall be continuing. The non-performing Party shall give prompt written notice to the other Party of

such Force Majeure Event. If the Force Majeure Event exceeds two (2) months, GEHC may immediately terminate this agreement without liability.

18.4. Assignment. Neither Party may assign, delegate or otherwise transfer its rights and obligations in whole or part, or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party hereto.

Notwithstanding, GEHC may assign this agreement without Buyer's consent to (i) one or more of its affiliates; or (ii) to a successor to, or purchaser of that portion of its business to which the Services pertains. Subject to the foregoing, this agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns. GEHC may sub-contract any part of its rights and obligations to an Affiliate or third party as determined by GEHC.

18.5. No Third Party Beneficiaries. These Terms and Conditions are entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of this agreement.

18.6. Severability. If any provision of these Terms and Conditions or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18.7. Waiver. Failure by either Party hereto to enforce any rights under these Terms and Conditions shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18.8. Notices. All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission) and shall be given to GEHC or the Buyer, as the case may be.
