

GEHC Confidential

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**Supply Agreement (Goods and/or Services)** #322

This Supply Agreement, which includes the Appendices and Addenda referenced herein and attached hereto ("**Agreement**"), is effective 9-MARCH-2023 (the "**Effective Date**") and is made by and between GE Precision HealthCare LLC, ("GEHC"), a **Delaware limited liability company** with an address at 3000 N Grandview Blvd., Waukesha, WI 53188, and **Nu Souce ("Supplier")**, with an address at 4629 S. 33rd Street Phoenix, AZ 85040.

A. **Scope of Agreement.** This Agreement sets forth the terms under which Supplier agrees to provide GEHC and GEHC Affiliates (as defined below) (each as applicable, "GEHC") with Services and Deliverables, as defined below. The term "**Services**" means any and all services provided by Supplier to GEHC pursuant to the terms of this Agreement – including SOWs (as defined below) and GEHC Purchase Orders ("**POs**") issued hereunder. The term "**Deliverables**" means all items in tangible and intangible form (including Materials as defined in Section 5) that Supplier (including any Supplier Personnel as defined in Section 2.1.2) creates, prepares or delivers to GEHC, or otherwise produces, conceives, makes, proposes or develops, as a result of this Agreement and one or more SOWs or POs. Each individual services assignment under this Agreement shall be set forth in a statement of work in the form attached as Appendix A ("**Statement of Work**" or "**SOW**") or any PO issued hereunder. Notwithstanding anything to the contrary, it is the express understanding of the parties that (i) Supplier's relationship with GEHC is not exclusive; (ii) GEHC has no obligation to enter into any SOW with Supplier and nothing herein shall be construed to be a minimum commitment to Supplier; and (iii) any GEHC obligation to purchase anything from Supplier is limited to those Services and Deliverables expressly set forth in an SOW that has been duly executed by authorized representatives of both parties, or in a PO.

B. **Statements of Work; POs.**

(1) The terms of an SOW or PO, together with any attachments referenced in the SOW or PO or this Agreement, shall define the scope of Services and Deliverables for a particular assignment under this Agreement. Each SOW shall specify at minimum: (i) the project objectives; (ii) the Services to be performed; (iii) the Deliverables (if any); (iv) the parties' respective Project Managers; (v) GEHC's responsibilities (if any); (vi) any and all Supplier Materials (as defined in Section 5) to be incorporated into the Deliverables or otherwise provided to GEHC; (vii) the amount, schedule and method of compensation to be paid to Supplier by GEHC; and (viii) the term of the SOW, if different from the term of this Agreement. The exhibits, detailed instructions, and task descriptions agreed to in writing by the parties' respective Project Managers collectively constitute the "**Specifications**" for the Services to be performed by Supplier under that SOW and/or PO (as applicable).

(2) Each SOW shall be separately executed, and when so executed, and/or each PO issued will hereby incorporate by reference this Agreement and it becomes a part of such SOW and/or PO. Each SOW and/or PO, together with the terms of this Agreement, shall constitute and be construed as a separate agreement. For the avoidance of doubt, GEHC and/or any GEHC Affiliate(s) shall be entitled to enter into an SOW or PO, and Section 17 shall apply in respect of any Services and/or Deliverables received or procured by a GEHC Affiliate. GEHC has a strict NO PO-NO PAY policy. Supplier shall not commence performance of any Services under this Agreement or any SOW hereunder until it has received a PO from GEHC referencing this Agreement and the applicable SOW, and no GEHC financial obligation shall arise absent a PO.

C. **Change Requests/Orders.** Any changes in the Specifications shall be documented in writing pursuant to GEHC's designated Change Request Form and signed by the parties' respective Project Managers ("**Change Order**") in order to become effective. A "**Project Manager**" is an individual identified by a party to: (a) engage in all communications regarding the Services and/or Deliverables; (b) arrange and attend any necessary meetings; (c) supervise and manage Supplier's performance of Services and/or transfer of Deliverables; (d) ensure that each party's responsibilities have been met on a timely basis; and

## GEHC Confidential

(e) jointly approve any changes to the Services and/or Deliverables to be made in response to Change Orders. If, despite diligent and good faith negotiations, the parties fail to agree on a Change Order, then at GEHC's option Supplier shall cease performing the Services immediately upon written notice from GEHC and shall receive payment for GEHC-accepted Services performed up to the time of the notice from GEHC under the terms of this Agreement and the SOW and/or PO. A Change Order shall not be used to alter any term of this Agreement.

## 1. Term and Termination.

1.1. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until 9-March-2028, unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended in a written document signed by both parties. The initial term, together with any extension terms, shall be collectively referred to as the **"Term"**. Notwithstanding the foregoing, this Agreement shall continue to apply to any outstanding SOW and/or PO until the SOW and/or PO is completed or terminated as set forth herein or therein.

1.2. This Agreement or any SOW and/or PO (or any portion of an SOW and/or PO) may be terminated as follows:

1.2.1 for convenience with thirty (30) days' prior written notice from GEHC to Supplier;

1.2.2 with cause, in the event a party breaches any material obligation hereunder, where the breach has not been cured within thirty (30) days from receipt of written notice from the non-breaching party, or within an additional cure period authorized in writing by the non-breaching party (provided, however, that the non-breaching party may terminate immediately upon the breaching party's receipt of written notice from the non-breaching party, if the breach is incapable of cure);

1.2.3 effective immediately, by GEHC, if Supplier or Supplier Personnel violate any applicable laws, rules, regulations and conventions or the GEHC policies specified in Section 8 below, including the Guide (as defined in Section 8).

1.3 In the event that GEHC terminates this Agreement or an SOW or PO under Section 1.2.1 GEHC's sole liability, and Supplier's exclusive remedy, shall be limited to those undisputed and unpaid Fees due under the applicable SOW or PO for Services and Deliverables provided to and accepted by GEHC prior to the effective date of such termination.

1.4 Upon termination or expiration of this Agreement or an SOW or PO (whichever is applicable): (a) Supplier shall immediately provide GEHC any Deliverables, regardless of completion (and Supplier shall not retain copies, in whole or in part, of any of these, except as required to provide warranty support upon expiration or termination (as applicable) and only for such warranty period); and (b) any GEHC Personal Property (as defined in Section 5.5) shall be immediately returned to the GEHC Project Manager in the same condition it was received (less normal wear and tear). Termination shall not prejudice either party or affect either party's right to require performance of any obligation due at the time of termination. Both parties acknowledge that the rights and obligations of the parties set forth herein which by their nature would continue beyond the termination or expiration of this Agreement shall survive any termination or expiration, including the provisions of Section 5.

1.5 In the event of termination or expiration of this Agreement or an SOW or PO (except for termination by GEHC under Section 1.2.2, Section 1.2.3, Section 5.1 or otherwise by GEHC for cause), GEHC shall pay Supplier any outstanding undisputed Fees (as defined in Section 6.1) in accordance with the terms of this Agreement. If this Agreement is terminated, and GEHC so elects in writing, Supplier shall complete all work in process as defined in all open SOWs and/or POs, as specified by GEHC, and adhere to the terms of this Agreement until completion. If GEHC terminates an SOW or PO then, in addition to GEHC's other rights and remedies under this Agreement or otherwise at law or in equity, GEHC shall be entitled to a prorated refund of any unused Fees paid to Supplier prior to such termination.

1.6 **Transition Services [if needed, see appropriate Playbook] otherwise mark Reserved.**

## 2. Representations, Warranties and Covenants.

2.1 Supplier, on behalf of itself and Supplier Personnel, represents, warrants and covenants that:

## GEHC Confidential

2.1.1 Authority. (a) It has all power, authority and rights to enter into this Agreement; and (b) it has procured and shall maintain all necessary assets, authorizations, permits, visas, clearances, registrations, licenses and certifications required in connection with the Services and its performance of this Agreement.

2.1.2 Performance. It shall perform and provide the Services in a timely, professional, good and workmanlike manner in accordance with the highest standards and best practices of Supplier's industry using Supplier Personnel with the requisite skill, experience and qualifications. The term "**Supplier Personnel**" as used in this Agreement shall mean all persons and entities providing any Services and/or Deliverables under this Agreement, including Supplier's parents, subsidiaries, affiliated companies, employees, agents, contractors, subcontractors and suppliers, as well as anyone directly or indirectly employed or retained by any of them or acting on behalf of any of the foregoing.

2.1.3 No Infringement. The performance of the Services, the Services and Deliverables as provided to GEHC, and GEHC's use thereof in accordance with the rights and licenses provided herein, shall not constitute an infringement or violation of any rights of third-parties, including Intellectual Property Rights (as defined in Section 5) of any third party.

2.1.4 No Claims. All Services and Deliverables shall be provided to GEHC free of claims of any nature, including defects in title, security interests, liens, and other encumbrances.

2.1.5 Conformity to Specifications. All Services and Deliverables shall conform in all material respects with all requirements set forth in this Agreement, all Specifications set forth in any SOW or PO under it, all accompanying documentation, as well as all other requirements approved or adopted by GEHC in writing.

2.1.6 Compliance with Laws. All Services shall be performed and all Deliverables shall be provided in full compliance with all applicable laws, legislation, rules, regulations, codes and standards of governmental agencies or authorities having jurisdiction over the activities relating to this Agreement and any SOW or PO under it or where the Deliverables will be used, including all applicable export control laws.

2.1.7 No Defects. All Deliverables shall be free from material defects in design, material, and workmanship, both latent and patent.

2.1.8 Financial Standards. If the Services or Products to be provided could have a material impact on GEHC's ability to report financial information in an accurate and timely manner, Supplier hereby represents and warrants that its practices (and the Services and Products provided to GEHC) are in compliance with SSAE-16, Type 2 reporting requirements, and that upon GEHC's written request, Supplier shall provide GEHC with third-party documentation from an outside auditor certifying that it has effective controls in place.

2.2 Acceptance. Notwithstanding anything to the contrary, all of Supplier's Services and Deliverables shall be subject to review and written acceptance by the GEHC Project Manager based on the requirements of this Agreement, the SOW, the PO and the Specifications, and no payment shall be due before acceptance, which shall not be unreasonably withheld. If any of the Services or any Deliverables under this Agreement are found at any time prior to acceptance to be defective, or otherwise not in conformity with the requirements of this Agreement, including any applicable Specifications, GEHC, in addition to such other rights, remedies and choices as it may have by agreement or by law, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such Deliverables; (b) require Supplier to re-perform/replace the non-conforming Services and Deliverables with Services and Deliverables that conform to the requirements of this Agreement; (c) take such actions as may be required to cure all defects or bring the Services and Deliverables into conformity with all requirements; or (d) any

## GEHC Confidential

combination thereof. Any claims and warranties that GEHC may have under this Agreement shall survive review, acceptance and payment.

2.3 Duration and Survival. The representations, warranties and covenants set forth in this Section 2 shall survive the inspection, acceptance, and use of the Services and Deliverables by GEHC and/or its customers or assignees in accordance with the following. The Supplier warranties set forth in Sections 2.1.2, 2.1.5, and 2.1.7 shall be for a period of twenty-four (24) months from GEHC's written acceptance. All other Supplier warranties set forth in this Agreement shall survive for the applicable statute of limitations, as applicable. If the Services or Deliverables become, or in GEHC's reasonable opinion are likely to become, the subject of an infringement or misappropriation claim in violation of Section 2.1.3, Supplier shall, at Supplier's sole cost and expense, and in addition to its indemnification obligations, either (a) procure for GEHC the right to continue using the Services or Deliverables, or (b) replace or modify the Services or Deliverables in a manner acceptable to GEHC to make them non-infringing or without misappropriation, provided that any such replacement or modification shall not materially degrade the performance or quality of the affected Services or Deliverables, or disrupt GEHC's business operations. If Supplier is unable to achieve either of the options set forth in subparagraph (a) or (b) above within thirty (30) days after first becoming aware of the potential infringement or misappropriation claim, or if performance or use of the Service(s) or Deliverable(s) in question are at any time enjoined as a result of an infringement or misappropriation claim, then in addition to Supplier's indemnification obligations and GEHC's other rights and remedies under this Agreement or otherwise at law or in equity, GEHC may terminate this Agreement and/or the affected SOW(s) and PO(s) effective immediately upon written notice to Supplier, in which case Supplier shall promptly refund to GEHC the Fees paid for the affected Services and Deliverables upon such termination.

### 3. Indemnification.

3.1 Supplier's Duty to Indemnify. Supplier shall, to the fullest extent permitted by applicable law, defend, indemnify, release and hold harmless GEHC, GEHC Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and assigns (each an "**Indemnitee**") 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 (including attorneys' fees), or liabilities (including claims for personal injury, death, or property damage), arising from, in connection with or related to: (a) breach of any term, representation, warranty or covenant of this Agreement, SOW or PO by Supplier or Supplier Personnel; (b) any allegation or assertion that the performance of the Services, the Services or Deliverables as provided to GEHC, or GEHC's use thereof in accordance with the rights and licenses provided herein, constitute an infringement or violation of any rights of third-parties, including Intellectual Property Rights of any third party; (c) injury to any person (including death) or damage to property caused by Supplier or Supplier Personnel; or (d) taxes or other liability related to the employment or engagement or the termination of employment or engagement of Supplier Personnel. Where possible, Supplier shall at its sole cost and expense either extend the benefit to GEHC of, or enforce, all third-party indemnities that are provided to Supplier in connection with the Services. In claims against an Indemnitee by Supplier or Supplier Personnel (or anyone for whose acts they may be liable), the indemnification obligation set forth in this Section shall include any claims arising out of employment or labor claims or proceedings initiated by Supplier Personnel against or involving GEHC.

3.2 Procedure. GEHC shall notify Supplier of any such suit, claim or proceeding and give Supplier authority, information, and assistance (at Supplier's expense) for the defense of same. GEHC shall have the right, but not the obligation, to participate in the defense of any such claim through counsel of its own choosing at its own expense. Supplier shall not, without GEHC's prior written approval, enter into any settlement agreement or otherwise agree to the entry of any order or judgment that requires GEHC or Supplier to take any specific action, admit liability or require GEHC to pay any sum of money out of GEHC's own resources.

3.3 Supplier further agrees to indemnify Indemnitee for any attorneys' fees or other costs or expenses that GEHC incurs in the event that GEHC has to file a lawsuit to enforce any indemnity or additional-insured provision of this Agreement.

## GEHC Confidential

4. [See fallback manual for possible clause. Otherwise mark "Reserved."]

5. **Confidentiality and Property Rights.**

5.1 GEHC Confidential Information. Supplier agrees that the terms and existence of this Agreement, as well as all information and material disclosed by GEHC to Supplier, and all information and material that Supplier or Supplier Personnel develop under this Agreement, constitute "**GEHC Confidential Information**". Supplier and Supplier Personnel shall not disclose GEHC Confidential Information to any third party person or entity, except to the extent required by a court or government agency order or rule (provided that Supplier first gives GEHC immediate written notice of such order or rule and sufficient time to enable GEHC to have the opportunity to quash or limit the scope of the order or rule). Supplier may disclose GEHC Confidential Information only to those Supplier Personnel who possess a legitimate need to know for purposes of fulfilling Supplier's obligations to GEHC under this Agreement, and may use GEHC Confidential Information only for such purposes if Supplier and such Supplier Personnel have an obligation of confidentiality with respect to such GEHC Confidential Information. GEHC Confidential Information does not include information that Supplier is able to prove using documents or other competent evidence: (i) is or becomes publicly available without restriction to Supplier, Supplier Personnel, or any other person through no wrongful act of Supplier or Supplier Personnel; (ii) has been rightfully in Supplier's possession from a source other than GEHC or any GEHC Affiliate prior to the time of disclosure of said information; or (iii) was independently developed by Supplier outside the scope of this Agreement without use of or reference to any GEHC Materials, GEHC Data or GEHC Confidential Information. All GEHC Confidential Information is and remains the property of GEHC. Upon any termination or expiration of this Agreement or an SOW or PO (whichever is applicable), or at any earlier time upon GEHC's written direction, Supplier shall immediately cease all use of GEHC Confidential Information and, at GEHC's option, Supplier shall promptly return to GEHC or destroy and/or delete (with such destruction and deletion certified in writing by Supplier within thirty (30) working days) all GEHC Confidential Information, along with all copies and portions thereof, without retaining any copies of anything contained in such GEHC Confidential Information. Further, as applicable, for any hardware or equipment on which GEHC's Confidential Information was stored or processed, Supplier shall dispose of the hardware and equipment through a methodology consistent with best practices of Supplier's industry. Notwithstanding the foregoing, nothing shall require Supplier to destroy and/or delete such GEHC Confidential Information located on backup systems so long as such GEHC Confidential Information will automatically be purged after no longer than thirty (30) days and such GEHC Confidential Information shall be maintained consistent with the terms of this Section for the duration of such period. No such return or destruction of GEHC Confidential Information shall affect the confidentiality obligations of Supplier or Supplier Personnel, all of which shall continue in effect as provided in this Agreement. Without waiving any other rights that GEHC may have and notwithstanding anything to the contrary herein, GEHC may immediately terminate this Agreement for cause (with no right to cure for Supplier) upon written notice to Supplier if Supplier or any Supplier Personnel uses or discloses GEHC Confidential Information other than as expressly permitted in this Section. Under no circumstances will this Agreement or any disclosure pursuant hereto be deemed to be a sale or offer to sell.

5.2 Supplier Confidential Information. Notwithstanding anything to the contrary, Supplier shall ensure that nothing that Supplier discloses to GEHC constitutes confidential information of Supplier, Supplier Personnel, or any third party. In the event that Supplier wishes to disclose (and GEHC desires to receive) any such information, the parties agree that they shall separately execute a non-disclosure agreement prior to any such disclosure.

5.3 Compliance with GEHC Security Requirements. Supplier agrees that GEHC Confidential Information 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 by reference and available at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions> ("PDP"). If Supplier has access to "GEHC Restricted Data," "Sensitive Personal Information," "Controlled Data," or a "GEHC Information System" as defined in the PDP, Supplier agrees to apply such additional safeguards and to grant GEHC such additional rights as are set out in the PDP in connection with any such data and systems.

## GEHC Confidential

5.4 Intellectual Property.

5.4.1 *Materials and Underlying Licenses.* “**Materials**” includes the following: systems; software, code, tools and tooling, mechanisms; mask works; works of authorship, compositions of matter, processes, ideas, inventions, know-how, trade secrets, developments, discoveries and improvements, data, textual matter, forms, lists, photographs, illustrations, audio and/or video, compilations of data and other content, designs, specifications, schematics, work and process flows, plans, models, prototypes, methodologies, interfaces, “look and feel”, packaging, research, analyses, reports, procedures, techniques, and identifiers such as domain, business and/or product names, marks, logos, URL’s, user and account names, social media presences and the like. “**Open Source Materials**” or “**OSM**” means any Materials that are distributed as “open source software” or “freeware” or is otherwise distributed publicly or made generally available in source code form. “**Third Party Materials**” or “**3PM**” means Materials the rights to which are owned in whole or in part by one or more third-party individuals or entities (and not by either party or its designees). “**Underlying License**” means any and all terms which are legally applicable to the use, disclosure, modification, incorporation, distribution (or other exercise of Intellectual Property Rights) in OSM or 3PM.

5.4.2 *GEHC Materials.* As between GEHC and Supplier, GEHC shall own (or possess rights necessary under this Agreement to license) Materials it discloses or provides to Supplier under this Agreement or any SOW and/or PO (“**GEHC Materials**”). GEHC hereby grants Supplier a restricted, nonexclusive, revocable license during the Term to make those limited uses of GEHC Materials that are and solely as necessary to provide the Services and Deliverables to GEHC. Supplier shall not use GEHC Materials for the benefit of itself or any other person or entity other than GEHC without GEHC’s prior written consent, which may be withheld at GEHC’s sole discretion. Except as otherwise approved in writing by GEHC, Supplier shall cease all use of GEHC Materials upon the expiration or termination of this Agreement or any surviving SOW that specifically applies to such GEHC Materials (whichever occurs later). No other licenses or rights to the GEHC Materials are granted under this Agreement or any SOW and/or PO, all of which are reserved by GEHC.

5.4.3 *Supplier Materials.* Supplier shall own all Intellectual Property Rights in any and all pre-existing Materials independently created, generated or developed by Supplier outside the scope of this Agreement without the use of, access to or reference to any GEHC Materials, GEHC Data, GEHC Confidential Information or any other Materials in which GEHC owns Intellectual Property Rights, which Supplier may incorporate into or utilize to provide the Services or Deliverables (“**Supplier Materials**”), subject to the terms of this Agreement. At all times during and after the Term, Supplier, on behalf of itself and its affiliates, irrevocably covenants not to sue or otherwise bring any claim, action or proceeding of any nature against GEHC, GEHC Affiliates or any authorized GEHC users or designees, to assert a claim of infringement, misappropriation or other violation of any Intellectual Property Right of Supplier or its affiliates, anywhere in the world, where such claim is based solely on compliant use or authorized exercise of rights granted under this Agreement.

5.4.4 *Deliverables.* Subject to any rights in 3PM, OSM and Supplier Materials disclosed by Supplier to GEHC in writing, GEHC shall be the exclusive owner of all Deliverables and all Intellectual Property Rights thereto. “**Intellectual Property Rights**” means the entire right, title and interest under (i) all applicable worldwide intellectual property laws, including patent, copyright, trade secret, and trademark laws; (ii) all other rights, privileges and priorities, including Related Rights; (iii) all rights to contest, protest, sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Deliverables and Related Rights occurring at any time, including the right to receive all proceeds and damages therefrom; and (iv) any and all rights to obtain registrations, renewal of registrations or other legal protections pertaining to the Deliverables and Related Rights. “**Related Rights**” means common law rights, contractual rights, proprietary rights, trade secret rights, design rights, industrial design rights, database rights, performer’s rights, rights of approval, moral rights, trade dress rights, rights of publicity, rights of privacy, rights against defamation and libel and right under the laws of unfair competition. Any documents, drawings and other creative works and works of authorship prepared or data compiled by Supplier will comprise a compilation or otherwise qualify as work made for hire owned by GEHC. Such works and other Deliverables are, and Supplier irrevocably waives any claim or defense that they are not, work made for hire. To the extent that applicable law does not recognize, or a court determines that such Deliverables are not, work made for hire, and to the extent that any such

## GEHC Confidential

exclusive ownership rights do not otherwise automatically vest in GEHC, Supplier agrees to and hereby does irrevocably assign to GEHC, without further consideration, ownership of all rights, title and interest in and to Deliverables and all Intellectual Property Rights thereto, including the copyright and works, and waives all moral rights therein. To the extent such assignment is ineffective for any reason, Supplier hereby unconditionally grants to GEHC and GEHC Affiliates an exclusive, irrevocable, perpetual, worldwide, paid-up, royalty-free, freely assignable and sub-licensable (through all tiers of sublicensees) right and license to use, execute, copy, reproduce, perform, display, distribute, disclose, store, transmit, translate, modify, adapt, improve, prepare derivative works based upon or otherwise exploit such works and Deliverables, in whole or in part, and to make, have made, use, sell, offer for sale, have sold, import and export products and processes utilizing, and to otherwise practice any method related to (collectively, “**Use**”), such works and Deliverables (by all means now known or later developed). To the extent that any Supplier Materials, OSM, or 3PM are provided in connection with the Services or incorporated into the Deliverables, but shall not become the property of GEHC, all such Materials must be specifically listed in the SOW, and Supplier (on its own behalf and on behalf of Supplier Personnel) hereby grants to (or shall procure for) GEHC and GEHC Affiliates an irrevocable, perpetual, worldwide, nonexclusive, paid-up, royalty-free, sub-licensable (through all tiers of sublicensees) right and license to Use such Materials (but in any case limited to the extent needed by GEHC to exploit the Deliverables). Upon GEHC’s request and at Supplier’s expense, Supplier shall provide GEHC with such assistance as GEHC may require, including executing (as applicable) and delivering to GEHC whatever documents (including instruments of assignment), information or materials that are in Supplier’s possession or otherwise available to Supplier, in order to enable GEHC to protect its ownership rights, including copyrights and patent rights, in any Deliverables. With respect to inventions for which GEHC wishes to seek patent protection, Supplier agrees to secure all necessary agreements with Supplier Personnel to ensure assignment of their interests in each such invention to GEHC. Supplier at its expense shall take all reasonable steps necessary to secure cooperation of Supplier Personnel with GEHC in filing such patent applications, including obtaining the signatures of inventors on all necessary legal documents.

5.5 GEHC Physical Property. Unless otherwise agreed in an SOW, the following are and shall at all times remain the personal property of GEHC (whether furnished to Supplier by GEHC, or obtained by Supplier and specially paid for by GEHC in connection with any Services or Deliverables): any tools, equipment (including computers, peripherals, mobile devices or other tangible property, any replacements thereof, or any items affixed or attached thereto); and licenses to 3PM not directly incorporated into Deliverables (collectively, “**GEHC Personal Property**”). GEHC Personal Property shall be plainly identified as GEHC Personal Property and shall be safely stored separate and apart from Supplier’s or other third party property. Supplier shall not substitute any property for the GEHC Personal Property without GEHC’s prior written approval. At all times while in Supplier’s custody or control, GEHC Personal Property shall be held at Supplier’s sole risk, and shall be kept insured by Supplier at Supplier’s expense as further specified in Section 7. GEHC Personal Property shall be subject to return or removal upon GEHC’s written request, in which event Supplier shall prepare the GEHC Personal Property for shipment and shall redeliver it to GEHC, at Supplier’s expense, no later than ten (10) business days from receiving the request, in the same condition as originally received by Supplier, reasonable wear and tear excepted.

5.6. OSM and 3PM Disclosure, Approval, and Compliance. Notwithstanding anything to the contrary herein, without first disclosing to GEHC in the SOW and receiving GEHC’s prior written approval, Supplier shall not provide any Deliverable to GEHC which uses or incorporates OSM or 3PM (or depends in any way upon OSM or 3PM). If any 3PM incorporated into a Deliverable is not commercially available as a separate product offering, Supplier agrees to obtain for GEHC an Underlying License conveying a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, sublicensable (through all tiers) right which allows GEHC, GEHC Affiliates and its and their authorized designees to Use the 3PM as incorporated, at no additional charge to GEHC.

## 6. Charges, Payments and Taxes.

6.1 The Services and Deliverables shall be provided at the rates specified in the applicable SOW or PO (collectively, the “**Fees**”), without increase during the Term of this Agreement or for the duration of such SOW or PO. Except as otherwise agreed in the applicable SOW, Supplier shall be responsible for

--NON-CLASSIFIED--

Page 8 of 21

## GEHC Confidential

all costs and expenses incidental to the performance of Services, including all costs of doing business incurred by Supplier, and GEHC shall have no obligation to Supplier or Supplier Personnel for any such fees or expenses. Neither periodic payments nor final payment shall constitute evidence that the Services and/or Deliverables were performed in an acceptable manner to GEHC. Fees shall be invoiced in the currency set out in the SOW or PO. Unless otherwise stated in the SOW or PO, where any Fees are to be invoiced in a currency other than GEHC's functional currency, the exchange rate shall be that rate as of the invoice date as published in the Wall Street Journal (or in the event that no such rate is published on the invoice date, then as otherwise mutually agreed between the Parties).

6.2 Supplier must submit all invoices in electronic form pursuant to GEHC's instructions, including its data transmission methods and formats (which for illustrative purposes only may include Web invoicing, evaluated receipt settlement or electronic data interchange), unless otherwise prohibited by government regulations. Facsimile, email, and scanned documents are not acceptable electronic forms for invoices. Invoices must be submitted no later than ninety (90) days after completion of the Services and/or delivery of the Deliverables, or as otherwise specified in the applicable PO. GEHC shall deem any invoice invalid that is received more than ninety (90) days after the above date, unless specific terms to the contrary are acknowledged by GEHC in writing. In order to be deemed acceptable, each invoice shall include, at a minimum: Supplier's name and address, GEHC's PO number, a description of the Services and/or Deliverables which matches the PO, the total amount billed, any travel and living expenses ("**T&L Expenses**") or other permitted expenses (separately itemized) and any other information expressly agreed to by the parties in writing.

6.3 GEHC shall have the right to set off amounts owed by Supplier to GEHC or a GEHC Affiliate against any amounts payable to Supplier under this Agreement. Unless prohibited by law, undisputed Fees, costs and expenses shall be payable by GEHC within one hundred and twenty (120) days from the date a correct invoice is received and approved by GEHC (the "**Net Date**"). If Supplier is enrolled in the Accelerated Payment Program described in Appendix B, payments may be initiated to Supplier before the Net Date. Further, unless prohibited by law, GEHC may choose to group all invoices that have not been paid prior to their Net Dates as a result of Supplier's participation in the Accelerated Payment Program and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (the "**Monthly Batch Payment Date**"), with the result that some invoices will be paid earlier than their Net Dates and some invoices will be paid later than their Net Dates. Alternatively, unless prohibited by law, GEHC may choose to group and pay on a quarterly basis all invoices that have not been paid prior to their Net Dates as a result of Supplier's participation in the Accelerated Payment Program as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May will be grouped and GEHC will initiate payment on the third day of April or if that day is not a business day, on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August will be grouped and GEHC will initiate payment on the third day of July or if that day is not a business day, on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November will be grouped and GEHC will initiate payment on the third day of October or if that day is not a business day, on the next business day; and (iv) invoices with Net Dates ranging from the sixteenth day of November to the fifteenth day of February will be grouped and GEHC will initiate payment on the third day of January or if that day is not a business day, on the next business day (each such payment date being referred to as the "**Quarterly Batch Payment Date**"), with the result that some invoices will be paid earlier than their Net Dates and some invoices will be paid later than their Net Dates.

6.4 Notwithstanding anything set forth in this Agreement, GEHC shall not be required to pay or reimburse any portion of Fees, expenses or charges to the extent such payment is prohibited by applicable law or regulation.

6.5 The Fee(s) shall exclude all applicable transaction taxes. For the purpose of this section, transaction taxes include but are not limited to any federal, state, county, provincial, municipal or local value added, sales and use, withholding and/or goods, business, consumption, services tax, or other similar applicable tax(es). Where appropriate the Supplier shall include a line item for such taxes on all invoices (identifying type and amount thereof) and shall assume sole responsibility for tracking such taxes. Supplier

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shall ensure that the Fees are invoiced to GEHC in accordance with applicable local rules so as to allow GEHC to reclaim where applicable any such taxes from the appropriate government authority in the normal course of business. Supplier shall timely remit to the appropriate governmental tax agency all such taxes collected from GEHC, or the GEHC Affiliate issuing and executing the applicable SOW and/or PO. Nothing in this Agreement, however, shall require GEHC to pay any payroll, property, franchise, corporate, partnership, succession, transfer, excise, profits, withholding taxes or income tax of Supplier. In the event GEHC is required by (1) applicable law, (2) government regulation, or (3) any tax authority having jurisdiction over Supplier's activities in connection with this Agreement, to withhold taxes for which GEHC and/or Supplier is liable, GEHC shall deduct such withholding tax, business, services or other taxes from payments to the Supplier and provide to Supplier a valid tax receipt or other applicable documents in Supplier's name. If Supplier is either exempt from such withholding taxes or entitled to a reduced rate of withholding tax as a result of a tax treaty or other regime, Supplier shall provide to GEHC a valid tax treaty residency certificate or other applicable tax exemption certificate at a minimum of sixty (60) days prior to payment being due. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment.

6.6 To the extent that GEHC pre-approves reimbursement of T&L Expenses in writing to Supplier, GEHC shall reimburse Supplier for all necessary and reasonable T&L Expenses in accordance with GEHC's then-current Travel & Living Policy found at the following URL: <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>. Supplier shall either invoice T&L Expenses separately or clearly itemize such expenses on its invoices to GEHC.

7. Insurance. Supplier, at its own cost and expense, shall obtain and maintain in full force and effect insurance consistent with the guidelines set forth in Appendix C. In no event shall the coverage or limits of any insurance maintained by Supplier under this Section or the lack or unavailability of any other insurance limit or diminish in any way Supplier's obligations or liability to GEHC under this Agreement, at law or in equity. Any acceptance of insurance certificates by Supplier shall not limit or relieve Supplier of the duties and responsibilities assumed by Supplier under the Agreement.

8. Compliance with GEHC Policies.

8.1 General. Supplier shall comply with, and shall replace any Supplier Personnel who fail to comply with: (i) where Supplier Personnel provide Services on GEHC's premises (or that of GEHC's customers), GEHC's (or GEHC customer's) standard and site-specific safety, security, drug use, and drug testing policies that GEHC communicates to such Supplier Personnel; (ii) the following policies located at <https://www.gehealthcare.com/about/suppliers/requirements-and-training>: the GE HealthCare Integrity Guide for Suppliers, Contractors & Consultants (the "**Guide**") and, as applicable, Travel & Expense Policy and GE HealthCare Guidelines for Background Checking, all of the foregoing of which may be updated or modified by GEHC from time to time; and (iii) any such other GEHC policy, procedure and governance matter set out in the SOW.

8.2 US Government Flowdown. Supplier acknowledges that, when indicated, SOWs or POs issued under this Agreement are subject to GE HealthCare Government Acquisition of Commercial Appendix found at the following URL shall apply: <https://www.gehealthcare.com/about/suppliers/terms-and-conditions>.

8.3 Use of Name and Publicity. Supplier agrees that it shall not, without the prior written consent of GEHC (or the applicable GEHC Affiliate) in each instance: (a) use in advertising, publicity or otherwise, the name or logo of GEHC or any GEHC Affiliate, or of any officer or employee of GEHC or GEHC Affiliates, nor any trade name, trademark, logo or simulation thereof owned by GEHC or any GEHC Affiliate; or (b) represent directly or indirectly that any product or service provided by Supplier has been approved or endorsed by GEHC or any GEHC Affiliate.

8.4 Compliance with Government Conflict of Interest Laws. Supplier acknowledges that individuals who have performed work for, or been employed by, governmental entities and agencies (including, without limitation, those of the U.S. federal or U.S. state governments) may be subject to conflict

--NON-CLASSIFIED--

Page 10 of 21

## GEHC Confidential

of interest and "revolving door" restrictions. As such, Supplier agrees to implement appropriate conflict of interest screening mechanisms. Contractor also represents and certifies that it and its employees shall comply with all such conflict of interest regulations and laws, including, but not limited to 5 C.F.R. §§ 2635 et seq., 18 U.S.C. §§ 203, 204, 207, and 208, and Federal Acquisition Regulation Subpart 3.104 et seq.

9. Business Continuity Planning; Customs Security.

9.1 Supplier shall prepare, maintain and provide, at no additional cost to GEHC, a business continuity plan ("**BCP**") satisfactory to GEHC, designed to ensure that Supplier can continue to provide the Services in accordance with this Agreement and each SOW hereunder, in the event of a disaster or other BCP-triggering event (as such events are defined in the applicable BCP). Supplier's BCP shall, at a minimum, provide for: (a) the retention, rotation, 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 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 escalation process for notification of GEHC in the event of a BCP-triggering event; and (g) training for key Supplier Personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records.

9.2 Supplier shall maintain the BCP, update it no less than twice per year and test it at least annually. Upon GEHC's request, Supplier shall provide GEHC with an executive summary of the plan updates, a summary of test results, and a report of corrective actions to be taken to remedy deficiencies identified as a result of the test, including timetables for new corrective actions and the status of corrective actions previously identified.

9.3 Upon GEHC's request, with reasonable advance notice and conducted in such a manner not to unduly interfere with Supplier's operations, Supplier shall give GEHC and its designated agents access to designated representatives with detailed functional knowledge of Supplier's BCP and relevant subject matter. Subject to the confidentiality obligations under this Agreement, information requested by GEHC arising from such meetings shall be provided to GEHC within thirty (30) days or as otherwise mutually agreed.

9.4 If, under the scope of this Agreement, Supplier imports or exports any materials or causes GEHC to import or export any materials across international borders, then 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 Authorized Economic Operator for Security program of the European Union ("**EU AEO**") and similar World Customs Organization SAFE Framework of Standards (collectively, "**SAFE Framework programs**") and implement appropriate procedures pursuant to such plan. Upon advance notice by GEHC to Supplier and during Supplier's normal business hours, Supplier shall make its facility available for inspection by GEHC's representative for the purpose of reviewing Supplier's compliance with applicable SAFE Framework programs and with Supplier's BCP. Each party shall bear its own costs in relation to such inspection and review.

10. Non-Assignment and Subcontracting. Supplier shall not sell, assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement to a third party without GEHC's prior written approval, which GEHC may withhold in its sole discretion. Supplier shall remain solely responsible for the subcontracted obligations, including the acts and omissions of Supplier Personnel and for any and all amounts payable to third parties in connection with the subcontracting, and for ensuring each subcontractor's compliance with the terms of this Agreement. Any purported sale, assignment, transfer or delegation in contravention of the foregoing is hereby deemed null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

11. **Records and Audit Rights.** Supplier shall maintain in accordance with generally accepted accounting principles, quality standards and industry practices, accurate and complete books and records, findings, metrics and other documentation (both physical and electronic) as well as an inspection and process control system covering any Services and Deliverables provided hereunder that is necessary to enable Supplier to demonstrate Supplier's full compliance with this Agreement and each SOW and PO (the

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**“Audit Materials”**). Supplier acknowledges that Audit Materials encompass materials pertaining both to Supplier’s accounting/billing practices and its performance of its obligations under this Agreement, including, its compliance with GEHC’s policies and applicable laws. Supplier shall retain the Audit Materials for the later of: (i) the Term of this Agreement and applicable SOWs and for a period of three (3) years after termination of this Agreement or the last outstanding SOW (whichever is longer); (ii) resolution of any dispute in which the Audit Materials are relevant; and (ii) any additional time required by any governmental, judicial or regulatory authority (the **“Retention Period”**). At GEHC’s written request during the Retention Period, Supplier shall allow GEHC (directly and/or through third-parties) to audit and inspect Supplier’s facilities and Audit Materials, as well as copy any documents that Supplier has relating to the performance of Supplier’s obligations under this Agreement or other applicable legal requirements. Adjustments in favor of GEHC arising from any such audit shall be recognized as an adjustment of any future payment due to Supplier, or, if no future payment is due to Supplier, Supplier shall promptly pay the amount of any such adjustment to GEHC. Each party shall bear its own costs and expenses associated with its own actions under this Section; provided however, if an audit reveals an overbilling or over-reporting of three percent (3%) or more, then Supplier shall reimburse GEHC for the cost of the audit. Access, inspections and audits shall be conducted in a manner not to unduly interfere with Supplier’s operations.

12. **Relationship of Parties.** The relationship of the parties hereunder is that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency trust or similar relationship between the parties and neither party shall be deemed to be an agent of the other party. Without limitation to the foregoing, neither party has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between GEHC and either Supplier or Supplier Personnel.

13. **Remedies.** The rights and remedies of GEHC and GEHC Affiliates set forth herein are not exclusive and are in addition to any other rights and remedies available to GEHC and GEHC Affiliates at law or in equity.

14. **Severability.** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless this Agreement so construed fails to meet the essential business purposes of the parties as set forth herein.

15. **Counterparts and Copies.** This Agreement and all SOWs and/or applicable POs hereunder may be executed by the parties in any number of signed originals (counterparts) and delivered in person, by facsimile or email, each of which shall be deemed a signed original when so executed and delivered; and all such counterparts shall constitute but one and the same instrument. The parties intend that electronic copies or images reproduced from an electronically stored signed original shall be valid as a signed original.

16. **Divestitures and Acquisitions.** Any GEHC Affiliate divested by GEHC (as an ongoing concern or otherwise) may for a period of two (2) years following divestiture, continue to: (a) benefit under the terms of this Agreement and/or any applicable SOW issued hereunder, and/or (b) issue SOWs under the terms of this Agreement. Any entity or business acquired by GEHC or a GEHC Affiliate may use this Agreement with any of their existing SOWs with Supplier.

17. **GEHC Affiliates.** Supplier acknowledges and agrees that the Services and/or Deliverables purchased under this Agreement (including any and all SOWs and POs issued hereunder) may be used by GEHC on behalf of itself, and at no additional expense to GEHC, for the benefit of any GEHC Affiliate. **“GEHC Affiliate”** means any entity (including joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L’s thereof) that is directly or indirectly in control of, controlled by, or under common control with GEHC, whether now existing, or subsequently created or acquired during the Term of this Agreement or an SOW. Any GEHC Affiliate, worldwide, which uses the Services and/or Deliverables, whether the right to use passes directly to that entity or not, shall be entitled to all of the rights and interests of GEHC under this Agreement and may enforce this Agreement in its own name. With respect to SOWs

--NON-CLASSIFIED--

## GEHC Confidential

that GEHC Affiliates directly enter into with Supplier, each such GEHC Affiliate shall be severally liable for its obligations under such SOWs and shall be bound by and solely responsible for performance of all of the obligations (including payment obligations) under the SOW and this Agreement as it pertains to such SOW. Without limitation to the foregoing, neither GEHC nor any GEHC Affiliate (other than the GEHC Affiliate issuing the PO or SOW) shall have liability or be in any way responsible to Supplier or to any other GEHC Affiliate for any act, omission or failure of either party related to a PO or SOW (including the failure of any other GEHC Affiliate to fulfill its obligations under a PO or SOW it has entered into).

#### 18. Governing Law and Dispute Resolution.

18.1 Governing Law and Venue. This Agreement and all SOWs and POs hereunder (and all non-contractual or other obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

#### 18.2 Dispute Resolution.

18.2.1 Without prejudice to either party's right to enforce its rights by way of injunction or to seek emergency or conservatory measures of protection before a court of competent jurisdiction, any dispute arising out of or relating to this Agreement and/or any SOW or PO entered into hereunder, including any question regarding their existence, interpretation, validity, breach, violation or termination (a "**Dispute**"), will be resolved in accordance with this Section.

18.2.2 In the event the total amount in dispute is below USD50,000 (or the local currency equivalent thereof), it shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect. (Please refer to the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at <http://www.icdr.org>). The language to be used in this arbitration shall be English. The seat, or legal place, of arbitration shall be New York City, New York.

18.2.3 In the event the total amount in dispute is higher than USD50,000, the parties agree to submit the Dispute to settlement proceedings under the International Institute for Conflict Prevention & Resolution Mediation Procedure in effect at the time of the dispute. If the Dispute has not been settled pursuant to the said procedure within 60 days following the filing of a request for mediation or within such other period as the parties may agree in writing, the Dispute shall be finally settled by arbitration under the International Institute for Conflict Prevention & Resolution non-Administered Arbitration Rules in accordance with the said rules. Where the claim amount is less than USD \$5 million (or the local currency equivalent thereof), the tribunal shall consist of a sole arbitrator. Where the claim amount is USD \$5 million or greater (or the local currency equivalent thereof), the tribunal shall consist of three arbitrators, with the claimant and the respondent each nominating a single arbitrator respectively, and the two party-nominated arbitrators appointing the third arbitrator within thirty (30) days of the last of their appointments, who shall be the chairman of the tribunal. The language of the arbitration shall be English. The seat, or legal place, of arbitration shall be New York City, New York.

19. Order of Precedence and External and Online Terms. In the event of an inconsistency between this Agreement, an SOW, a PO, a Change Order, and/or any other document attached hereto or incorporated herein by reference, the following order of precedence shall govern and control: (a) the terms of any Change Order pertaining to a referenced SOW or PO shall take precedence over any conflicting terms contained in that SOW or PO; (b) the terms of any SOW or PO shall take precedence over any conflicting terms in this Agreement (including any document attached hereto or incorporated herein by reference), but only with respect to that particular SOW or PO and only to the extent that the SOW or PO specifically references a Section in this Agreement and expressly states an intention to modify that Section; (c) the terms of any Addendum to this Agreement shall take precedence over any conflicting terms in this Agreement, but only with respect to that particular Addendum; and (d) the body of this Agreement shall take precedence over any conflicting terms contained in any other document attached hereto or incorporated herein by reference and any conflicting terms contained in any SOW or PO (unless (b) above applies). The pre-printed terms appearing on either party's ordering documents (including POs and invoices) are hereby deemed null, void, and without effect. Where an authorized GEHC user is required to "click through" or otherwise accept online or external terms in the course of accessing or using any Services

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or Deliverables, or access or use is otherwise made subject to any such terms (by incorporation or other reference), the parties agree that such terms are not binding and shall have no force or effect as to the parties, the Services or Deliverables, this Agreement, or any SOW or PO issued hereunder.

20. [ See Fallback Manual and insert as appropriate. Otherwise, mark "Reserved.]

21. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. The parties' failure at any time to enforce or require performance of any of the terms of this Agreement or any right or remedy available under it, at law or equity, or to exercise any option provided within it, shall in no way be construed to be a waiver of those terms, rights, remedies or options (or any other term, condition or covenant of this Agreement) or in any other way affect the validity of this Agreement.

22. Interpretation. Section headings are for convenience and shall not be given effect in interpreting the corresponding provisions. The term "including" (and any variations thereof) shall mean and be construed as "including, but not limited to" or "including, without limitation", unless expressly stated to the contrary. The plural of a defined term is deemed to include the singular of the same term. The terms of this Agreement and any SOW or PO hereunder shall be interpreted neutrally and not construed against either party regardless of which party was the drafter. Except as otherwise specifically stated herein, "day(s)" shall mean calendar days. In the event that any time period hereunder ends on a day that is not a business day, the time period shall be extended to the next business day thereafter. Capitalized and other defined terms used herein shall have the meanings ascribed to them in the body of this Agreement, or the relevant SOW(s). Terms other than those defined herein, or in the relevant SOW(s), shall be given their plain English (or relevant alternative language, if in a language other than English) meaning and terms of art having specialized meanings in the relevant industry shall be construed in accordance with industry standards.

23. Notice. All notices under this Agreement shall be in writing and: (a) if delivered personally or by an internationally recognized overnight courier, be deemed given upon delivery; (b) if sent by registered or certified mail, return receipt requested, be deemed given upon receipt; or (c) if transmitted electronically, be deemed given on the date accessible electronically. Notwithstanding the foregoing, any notice under this Agreement regarding a claim, demand, breach, termination or extension of Term or assignment shall be sent by an internationally-recognized overnight courier. A party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it shall become effective. Notices shall be sent to the parties' respective Project Managers as identified in an applicable SOW at the addresses listed therein, with a copy to the parties at the addresses listed below:


GEHC Notice Information:	Supplier Notice Information:
<p><b>GEHC Contact:</b> Amna Sahman <b>GEHC Contact Phone:</b> 480.438.6248 <b>GEHC Contact Address and Email:</b> amna.sahman@ge.com</p> <p><b>Also send a copy of any notices to:</b> Address:9900 Innovation Drive, RP2169 City/State/Zip: Wauwatosa, WI USA Attention: Legal Department, GE Healthcare Global Supply Chain Email: legal.sourcing@ge.com</p>	<p><b>Supplier Contact:</b> CEO Herb Dunphy <b>Supplier Contact Phone:</b> 602.725.8223 <b>Supplier Contact Address and Email:</b> herb@nusourceonline.com</p> <p><b>Also send a copy of any notices to:</b> Nu Source 4629 S. 33nd Street Phoenix , AZ 85040</p>

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**24. Time is of Essence.** Time is of the essence with respect to the performance of the Services and delivery of Deliverables.

**25. Complete Agreement.** This Agreement is intended by the parties to be a final and complete expression of their agreement on the subject hereof, and supersedes any and all prior and contemporaneous agreements and understandings. No other agreements (oral or otherwise) on the subject matter hereof shall be deemed to exist or to bind either of the parties. This Agreement may only be modified, amended, or rescinded in a written document referencing this Agreement that has been signed by authorized representatives of the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

GE PRECISION HEALTHCARE LLC	Nu Source
By: <div>DocuSigned by: <i>Amna Sahman</i></div>	By: <div></div>
Printed Name: <div>126944A41E2A4E0...</div> Amna Sahman	Printed Name: Herb Dunphy
Title: 212748119	Title: president
Date: 28-Mar-2023	Date: 16-Mar-2023

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**APPENDIX B – ACCELERATED PAYMENT PROGRAM ( RESERVED )**

170101

**(a) Accelerated Payment Program.** The Accelerated Payment Program is administered by a GEHC Capital Affiliate (“GEC”). If Supplier is enrolled in the Accelerated Payment Program, an early payment discount of 0.0333% (the “Daily Discount Rate”) of the gross invoice price will be taken for each day payment is initiated before the Net Date. If the Net Date falls on a weekend or holiday, the Net Date will be moved to the next business day and an early payment discount will be taken for each day payment is initiated before that date. Alternatively, a flat early payment discount (the “Flat Discount”) may be taken for initiating payment on a date certain prior to the Net Date (the “Flat Discount Date”). The Flat Discount will be calculated by applying the Daily Discount Rate to the gross invoice price for the number of days between the Flat Discount Date and the Net Date. If the Flat Discount Date falls on a weekend or a holiday, payment will be initiated on the next business day net of the Flat Discount. Each early payment discount will be rounded to the nearest one hundredth of a percent.

**(b) Indexing.** The Daily Discount Rate is based in part on the 3 Month Libor Rate (defined below) in effect on the last business day of the month preceding the day when the first early payment discount is taken to settle an invoice (the “Base Libor Rate”). If the 3 Month Libor Rate in effect on the last business day of any month (the “Current Libor Rate”) differs from the Base Libor Rate, the Daily Discount Rate may be adjusted on the last business day of such month to reflect the difference between the Base Libor Rate and the Current Libor Rate. If the Daily Discount Rate is adjusted, the adjusted Daily Discount Rate will be applied to all invoices posted for payment after that date. The “3 Month Libor Rate” will be the three-month Libor rate published in the “Money Rates” section of *The Wall Street Journal* as the “London interbank offered rate, or Libor three month” (or, if not so published, as published in another nationally recognized publication) on the last business day of each month.

**(c) Title Transfer.** For only those purchases made by GEHC or GEHC Affiliates that are legal entities in the United States or Canada, if GEHC takes an early payment discount to settle an invoice, Supplier confirms that: (1) GEHC has assigned its right, title and interest in the related Services to GEC and an interest in such Services will pass directly to GEC in accordance with the terms of this Agreement; (2) once an interest in such Services has passed to GEC, GEC will immediately and directly transfer such interest to GEHC; and (3) all of Supplier’s obligations under this Agreement, including Supplier’s representations and warranties, will extend to and benefit GEHC as if such interest passed directly to GEHC.

--NON-CLASSIFIED--

Page 16 of 21

## GEHC Confidential

## APPENDIX C – INSURANCE REQUIREMENTS

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**1.0. Insurance**

**1.1 Carriers.** Supplier, and each subcontractor of Supplier performing under this Agreement, shall obtain and keep in force the following insurance to be issued by insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better, or the equivalent in those jurisdictions that do not recognize such rating classification, and licensed to provide insurance in the jurisdiction in which work is to be performed, with minimum limits as set forth below:

**1.1.1 Worker's Compensation; Employer's Liability.** Statutory Workers' Compensation and Employer's Liability with a minimum limit of \$5,000,000 USD each accident / \$5,000,000 USD each disease / \$5,000,000 USD policy limit.

**1.1.2 Commercial General Liability.** Commercial General Liability (also referred to as civil or public) including, Product and Completed Operations Liability (maintained in effect for a period of at least five (5) years after the date of final payment); contractual liability and Cross liability, on an occurrence form, with a minimum limit for Bodily/Personal Injury and Property Damage of \$5,000,000 USD per occurrence, \$5,000,000 USD general aggregate, \$5,000,000 USD product completed operations.

**1.1.3 Business Automobile Liability.** Business Automobile Liability covering all vehicles (owned, non-owned, hired, etc.) used in connection with the Services, covering Bodily Injury and Property Damage with a minimum limit of \$5,000,000 USD combined single limit per accident.

**1.1.4 Professional Errors and Omissions.** If applicable, Professional Errors and Omissions covering the activities of Supplier, with a minimum limit of \$5,000,000 USD per claim / \$5,000,000 USD aggregate. If coverage is provided on a claims-made form the retro date must precede the initial commencement of Services and continuity of cover/ extended reporting period must be maintained for at least one year following completion of the Services.

**1.1.5 Crime** If applicable, Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond) with a minimum limit of \$1,000,000 USD covering all

Supplier Personnel and subcontractors and including a Client's Property endorsement or Insuring Agreement specifying that Employee Theft coverage extends to GEHC's property in the event of any theft of GEHC money or property, or money or property of others for which GEHC is responsible. Verification that GEHC has been included as a Joint Loss payee under the policy must be provided, if requested.

**1.1.6 Environmental.** If applicable, Environmental liability insurance with a minimum limit of \$5,000,000 USD per claim / \$5,000,000 USD aggregate. If coverage is provided on a claims-made form the retro date must precede the initial commencement of Services and continuity of cover/ extended reporting period must be maintained for at least one year following completion of the Services.

**1.1.7 Property.** If applicable, All-Risk Property insurance on a replacement cost basis with no co-insurance.

**1.1.8 Cyber / Data Privacy and IT Security Liability.** If applicable, Cyber / Data Privacy and IT Security Liability covering the activities of Supplier, including data breach and unauthorized access to systems and data, with coverage limits of not less than \$5,000,000 USD per claim / \$5,000,000 USD aggregate. If coverage is provided on a claims-made form the retro date must precede the initial commencement of Services and continuity of cover/ extended reporting period must be maintained for at least one year following completion of the Services.

**2.0 Additional Insured.**

GEHC and its directors, officers, agents and employees shall be named as additional insured under the policies of insurance set forth in subsection 1.1.2 and 1.1.8 above, for any and all purposes arising out of or connected to the Agreement. Supplier shall secure endorsements to this effect from all insurers of such policies.

**3.0. Insurance to be Primary.**

It is the intent of the parties that all insurance maintained by Supplier in compliance with this Agreement will be primary to any other insurance of GEHC, which insurance shall not be called upon by Supplier's insurer to contribute in any way.

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**4.0. Verification of Coverage.**

The insurance requirements may be satisfied either by blanket endorsements or specific policy endorsements. Upon execution of this Agreement, Supplier shall furnish GEHC with certificates of insurance affecting coverage required by this Appendix. For the duration of the Agreement, Supplier shall provide GEHC with Certificates of Insurance prior to each subsequent renewal of the required insurance.

**5.0. Duration & Policy Change or Termination.**

Supplier shall obtain and maintain the coverage required by this Appendix for the duration of the Agreement and for a period of three (3) years thereafter (or such longer period if specified in this Appendix), Supplier shall ensure that the policies shall not be canceled, non-renewed or altered so that coverage is reduced below that which is

required in this Agreement without ninety (90) days' prior written notice to GEHC.

**6.0. Waiver of Right of Subrogation.**

Supplier hereby waives any right of recovery against GEHC and its insurers for any loss or damage that is covered by any insurance policy maintained or required to be maintained herein. Supplier shall inform all its insurers of policies required by this Agreement about this waiver of subrogation, and shall secure from the insurers amendments to the policies recognizing and providing for the waiver.

**7.0. Subcontractor's Insurance.**

Supplier shall be responsible to ensure that any and all subcontractors hired on behalf of Supplier maintain the same insurance required of Supplier, where applicable.

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**ADDENDUM 1 – SUPPLY OF GOODS ( RESERVED )**

This is an Addendum to the Supply Agreement (“**Agreement**”) by and between GEHC and Supplier with an Effective Date of [REDACTED], 20[REDACTED]. This Addendum, together with the Agreement, sets forth the terms and conditions pursuant to which Supplier will supply goods to GEHC pursuant to POs that may be issued by GEHC from time to time pursuant to the Agreement. Such goods shall constitute “Deliverables” for purposes of the Agreement. Capitalized terms not defined within this Addendum shall have their defined meanings in the Agreement.

**1. Delivery and Passage of Title.**

1.1 Supplier shall deliver all goods within GEHC’s delivery schedule as set forth in the PO. If Supplier does not comply with GEHC’s delivery schedule, GEHC may require delivery by fastest method at Supplier’s cost.

1.2 Title and risk of loss to goods will pass to GEHC when the goods are delivered to: (a) GEHC’s designated carrier; or (b) if GEHC’s designated carrier is not utilized, GEHC’s receiving docks. Unless otherwise specified by GEHC in writing, Supplier agrees: (i) to use GEHC’s designated carrier in the shipment of all goods; and (ii) such designated carrier will bill its transportation charges directly to GEHC. GEHC will not pay any other transportation charges, unless authorized by GEHC in advance and in writing. Supplier shall provide to GEHC, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number (“**ECCN**”) and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to a PO, in sufficient detail to satisfy any applicable trade preferential or customs agreements.

**2. Changes.** GEHC may change, cancel or suspend an order for goods at any time upon prior written notice to Supplier; provided, however, that in the event of cancellation of an order for goods by GEHC for convenience pursuant to Section 1.2.1 of the Agreement, Supplier shall be entitled to recover payment at the mutually agreed Fees for: (a) goods delivered to and accepted by GEHC pursuant to this Agreement with regard to such order for which GEHC has not previously made payment; (b) completed goods not yet delivered to GEHC with regard to such order, provided that such goods are delivered to and accepted by GEHC pursuant to this Agreement; and (c) any non-cancellable and non-returnable inventory that, prior to receipt of such cancellation notice from GEHC, was placed on order or purchased by Supplier specifically for purposes of fulfilling GEHC’s order for such goods; provided, however, that in the case of this subparagraph (c) such inventory is delivered to GEHC pursuant to the terms of this Agreement; and further provided that Supplier shall exercise best efforts to mitigate any such costs to GEHC, including without limitation by cancelling or returning such inventory to the extent practicable. Notwithstanding the foregoing, GEHC shall have no obligation to purchase or otherwise reimburse Supplier for any inventory or other materials not specifically manufactured for or otherwise proprietary to GEHC that can generally be resold or reused by Supplier in the normal course of business.

**3. Rejection.** If any of the goods furnished pursuant to a PO are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of the PO, including any applicable drawings or other Specifications, then GEHC, at its discretion and at Supplier’s expense may: (a) require Supplier to immediately repair or replace non-conforming goods with goods that conform to all requirements of the PO; (b) take such actions as may be required to cure all defects and/or bring the goods into conformity with all requirements of the PO, in which event, all related costs and expenses and other reasonable charges shall be for Supplier’s account; (c) withhold total or partial payment; or (d) reject and return all or any portion of such goods. For any repairs or replacements, Supplier, at its sole cost and expense, shall perform any tests reasonably requested by GEHC to verify conformance to the requirements of the PO.

**4. Warranties.** In addition to Supplier’s other warranty obligations under the Agreement, Supplier warrants that all goods provided pursuant to a PO will be: (a) new and of merchantable quality, and not used, rebuilt or made of refurbished material unless approved in writing by GEHC; and (b) provided in strict accordance with all Specifications, samples, drawings, designs, descriptions and other requirements approved or adopted by GEHC. The foregoing warranties shall apply for a period of twenty-four (24) months from delivery of the goods, plus delays attributable to Supplier’s actions such as those due to non-conforming goods and services, whichever occurs last. If any of the goods are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then GEHC at its discretion and at Supplier’s expense may take the actions set forth in Section 3 of this Addendum, which are cumulative, not exclusive.

**5. Packing, Preservation and Marking.** Supplier shall ensure its packing, preservation and marking is in accordance with any Specifications that apply to the PO or, if not specified, with the best commercially accepted practices, and at a minimum with applicable laws and regulations. Supplier shall place all markings in a conspicuous location as

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legibly, indelibly and permanently as the nature of the article or container will permit. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

**6. Materials Safety.** Where Supplier provides goods to GEHC, or brings goods onto or uses goods on GEHC premises, Supplier shall also provide, in the languages of the locations where the goods are delivered to GEHC or its designee: safe use instructions; hazard communication, safe transport and labeling information; compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS). Unless GEHC has expressly agreed otherwise in writing, Supplier certifies that the goods do not contain any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations (collectively "**chemicals legislation**"). For shipments of or containing chemical substances, Supplier certifies that the import and use of the goods in the locations where the goods are delivered complies with applicable chemicals legislation. Upon request Supplier shall provide GEHC with the chemical composition of the goods subject to reasonable protection of Supplier's confidential business information.

**7. All Other Agreement Terms Apply.** The terms of this Addendum are in addition to, and not in lieu of, the terms and conditions of the Agreement, all of which shall remain in full force and effect with regard to the parties' performance of this Addendum.

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**ADDENDUM 2 – IT SERVICES, SOFTWARE AND / OR HARDWARE ( RESERVED )**

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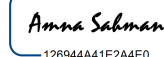
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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact General Electric:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [roberto.abrahao@ge.com](mailto:roberto.abrahao@ge.com)

### **To advise General Electric of your new email address**

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- Until or unless you notify General Electric as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by General Electric during the course of your relationship with General Electric.