



GE Healthcare Service Shop General Service Package License Agreement

This General Service Package License Agreement ("Agreement") is between GE Precision Healthcare LLC, a GE Healthcare business, including its affiliate, Datex-Ohmeda, Inc., a GE Healthcare business (collectively, "GE Healthcare"), and the requestor ("Licensee"). To accept this Agreement, check the "I have read and accept" box.

1. Definitions.

(a) "Equipment" means the GE Healthcare manufactured medical equipment located at the Facility and described by the system identification number, modality and product name in the License Request Form, and all additions to and modifications thereof made by GE Healthcare, as the single unit on which the General Service Package is to be used. Equipment specifically excludes the General Service Package.

(b) "Facility" means the geographic location or vehicle (as identified in the License Request Form) within which the Equipment and General Service Package will be used by Licensee.

(c) "General Service Documentation" means GE Healthcare's service documentation used in the performance of routine general maintenance services of the Equipment.

(d) "General Service Package" means the General Service Documentation and General Service Software provided by GE Healthcare for the performance of routine general maintenance services of the Equipment. The General Service Package does not include any other service documentation, software or tool provided by or licensed from GE Healthcare under a separate agreement.

(e) "General Service Software" means GE Healthcare's service software used in the performance of routine general maintenance services of the Equipment.

(f) "License Request Form" means the service license request form completed by Licensee indicating the Equipment, Facility, and Licensee's authorized right to service the Equipment.

2. Term and Termination. This Agreement has a 12-month term starting on Licensee's: (a) acceptance of this Agreement; (b) payment of the applicable General Service Package non-refundable fees (if any); and (c) completion of the License Request Form. Either party may terminate this Agreement without cause upon prior notice to the other party. Upon termination, Licensee must discontinue use of the General Service Package and return it and all related materials to GE Healthcare.

3. License. GE Healthcare grants Licensee a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable license to use the General Service Package on the Equipment at the Facility ("License"). The License is limited to: (a) loading and running the General Service Software on the Equipment; (b) using the General Service Package to perform routine general maintenance services of the Equipment; and (c) using the General Service Package for training individuals authorized by the Equipment owner to perform routine general maintenance services of the Equipment. Licensee cannot: (i) translate, modify, disassemble, decompile, reverse engineer, create derivative works based on the General Service Package; (ii) make or use an unauthorized copy of the General Service Package; (iii) access, examine, or display the General Service Software source code or General Service Package data; (iv) permit unauthorized individuals to load or run the General Service Software or use any part of the General Service Package; (v) modify markings, labels or notices of the proprietary rights of the General Service Package; or (vi) sell or distribute the General Service Package for compensation. Licensee warrants that it is authorized by the Equipment owner to perform routine general maintenance services of the Equipment.

4. Licensee's Responsibilities.

(a) Taxes. Prices do not include applicable taxes, which are Licensee's responsibility.

(b) Security. GE Healthcare is not responsible for: (i) securing Licensee's or Facility's network; (ii) preventing unauthorized access to Licensee's or Facility's network or the Equipment; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Licensee by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR EQUIPMENT REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

(c) Medical Decisions and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Licensee's responsibility.

5. Intellectual Property. The General Service Package is property of GE Healthcare. No rights are granted to Licensee except as expressly provided in this Agreement. The General Service Package is copyright © 1985-2020 GE Healthcare. Violation of GE Healthcare's license or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may seek injunctive relief and any other available remedies.

6. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of GE Healthcare's intellectual property rights related to the General Service Package, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Equipment is installed for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred; (ii) the results of any arbitration; (iii) all materials used, or created for use, in the arbitration; and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

7. Disclaimer of Warranties. THE GENERAL SERVICE PACKAGE IS PROVIDED TO LICENSEE ON AN "AS IS" BASIS. LICENSEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE GENERAL SERVICE PACKAGE.

8. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO LICENSEE UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) \$5,000.00; OR (B) LICENSEE'S FEES PAID HEREUNDER.

9. Exclusion of Damages. GE HEALTHCARE WILL HAVE NO OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

10. Governing Law. The law of the state where the Equipment is installed will govern this Agreement.

11. Entire Agreement. This Agreement is the entire agreement between Licensee and GE Healthcare concerning the General Service Package, and supersedes any prior agreement relating to any part of the General Service Package. To the extent the terms and conditions of this Agreement are in conflict with the terms and conditions of any equipment or services purchase agreement concerning the Equipment, the terms and conditions of this Agreement shall prevail with respect to the subject matter hereof. There is no reliance on any terms other than those expressly stated in this Agreement and no attempts to modify will be binding unless agreed to in writing and signed by both parties.