

## **PART I- GENERAL TERMS AND CONDITIONS**

### **1. ACCEPTANCE, SCOPE AND STRUCTURE OF THESE TERMS**

- a) These general terms and conditions of sale ("**GTC**") apply to the sale of Goods (as hereinafter defined), Services (as hereinafter defined) and SaaS (as hereinafter defined) as set out in the Commercial Proposal provided by Getinge Netherlands B.V., a private limited liability company under Dutch law registered under number 30059315, having its business office located at Olympia 4, 1213 NT Hilversum, The Netherlands ("**Getinge**"), to which these terms are appended (the "**Commercial Proposal**"). The Commercial Proposal defines the Price, Delivery and any other special conditions, which will apply. Getinge shall supply and the Customer (as hereinafter defined) agrees to purchase the Goods and (if applicable) the Services in accordance with and on the basis of these GTC which together with the Specifications (as hereinafter defined) and the Commercial Proposal constitutes the "**Agreement**".
- b) The Agreement comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted such other terms. Fulfilment of Customer's order does not constitute acceptance of Customer's terms and conditions and does not serve to modify or amend this Agreement.
- c) These GTC contain 3 (three) parts (each, a "Part" and collectively the "Parts"). Part I contains "General Terms and Conditions," which shall be applicable to all sales and purchases of Goods, Services and SaaS. Part II of this Agreement contains "Terms and Conditions for Sale of Goods," which shall be applicable to the purchases and sales of Goods, as the case may be, in addition to the provisions of Part I. Part III of this Agreement contains "SaaS Terms and Conditions," which shall be applicable to the subscription to a SaaS, as the case may be, in addition to the provisions of Part I.
- d) Any of the following shall constitute Customer's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the Good(s) or Services thereunder; (iii) acceptance of any shipment or delivery of Good(s) or provision of Services thereunder; (iv) payment for any of the Good(s) or Service(s); (v) the date when Customer has copied, downloaded, accessed, installed or otherwise used a Software, or been granted access to a SaaS; or (vi) any other act or expression of acceptance by Customer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods, Services or SaaS covered by the Commercial Proposal, the terms and conditions in such contract shall prevail to the extent they are inconsistent with these GTC.
- e) These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions.
- f) No variation to these GTC shall be binding unless agreed in Writing between the authorized Representatives of the Customer and Getinge.

Any reference in these GTC to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

The headings in these GTC are for convenience only and shall not affect their interpretation.

### **2. BASIS OF THE SALE**

- a) Getinge shall sell and the Customer shall purchase the Goods, Services and/or SaaS in accordance with any written Commercial Proposal of Getinge which is accepted by the Customer, or any written order of the Customer which is accepted in Writing by Getinge, subject in either case to these GTC, which shall govern the Agreement to the exclusion of any other terms and conditions subject to which any such Commercial Proposal is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer. Oral agreements shall only become valid when Getinge confirms the same in Writing.
- b) Getinge's employees or agents are not authorized to make any representations concerning the Goods, Services or SaaS unless confirmed by Getinge in Writing. In entering into the Agreement, the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
- c) Any advice or recommendation given by Getinge or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by Getinge is followed or acted upon entirely at the Customer's own risk, and accordingly Getinge shall not be liable for any such advice or recommendation which is not so confirmed. Marketing and other promotional material relating to the Goods, Services or SaaS are illustrative only and do not form part of the Agreement. The Customer agrees that, in submitting an order, it has not relied on any representation or statements by Getinge other than those expressly set out in the Agreement.
- d) Any typographical, clerical or other error or omission in any sales literature, Commercial Proposal, price list, acceptance of offer, invoice or other document or information issued by Getinge, including Getinge's website, shall be subject to correction without any liability on the part of Getinge.

### **3. ORDERS**

- a) Getinge does not represent, warrant or undertake that all of the Goods will be available for order at all times, or until an order is accepted, that Getinge can supply the volumes requested.
- b) The minimum order value is 250 Euro. For orders below 250 Euro an additional surcharge of 30 Euro will be charged to Customer.
- c) No order which has been accepted by Getinge may be cancelled by the Customer except with the agreement in Writing by Getinge and on terms that the Customer shall indemnify Getinge in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by Getinge as a result of cancellation.
- d) Getinge' Commercial Proposal that do not include any acceptance deadline may be revoked by Getinge

unless Getinge receives written confirmation of acceptance by the Customer within three (3) weeks with effect from the Commercial Proposal date.

- e) Getinge reserves the right to request full or partial pre-payment prior to delivery of the Goods.

#### 4. PRICE

a) The Price shall be as stipulated in the Commercial Proposal, or in the event of the Commercial Proposal being silent on the matter, in accordance with the then current list prices of Getinge.

b) Except as otherwise stated under the terms of any Commercial Proposal and unless otherwise agreed in Writing between both the Customer and Getinge, all Prices are given by Getinge on a CPT INCOTERMS 2020 basis. The Customer shall be liable to pay Getinge's charges for transport, packaging, freight and insurance.

c) All Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Getinge may be subject), which shall be payable in addition by the Customer. If any amount due under the Agreement is subject to such Value Added Tax, sales, withholding or any other tax which has the effect of reducing the amount of money which Getinge would have been entitled to receive or retain from the Customer under the Agreement but for such tax, the Customer will, at Getinge's request, pay to Getinge such additional sum at the rate for the time being prescribed by law for that tax. Customers within the EU shall be obligated to indicate their Value Added Tax identification number.

d) The Price set forth in the Commercial Proposal includes the cost of labor, travel and parts, provided that the Service is performed during the hours covered in these GTC. Charges for services or goods not covered by the Agreement will be invoiced separately at the time of occurrence or delivery and at the prevailing rates.

e) Whenever the Commercial Proposal and Price is presented in a foreign currency, the Parties shall observe the foreign exchange (FX) conversion rate and rules, as per the local applicable laws and rules. The FX must be expressed in the Commercial Proposal attached to this GTC and subjected to the Customer acceptance by signing the Commercial Proposal.

f) In the event that any tariffs, duties, or similar charges are imposed on the importation of finished products after the issuance of a quotation, Getinge reserves the right to apply a surcharge to cover these additional costs. This surcharge will be calculated as a percentage of the total order value and will be communicated to the customer prior to shipment.

#### 5. TERMS OF PAYMENT

a) Subject to any additional or other terms agreed in Writing by Customer and Getinge, Getinge shall be entitled to invoice Customer for the Price of the Goods, Services and SaaS on or at any time after delivery of the Goods, performance of the Services or access to a SaaS. Notwithstanding the foregoing, in the event the Goods are to be picked up by the Customer or the Customer does not accept delivery of the Goods in accordance with the Commercial Proposal, in addition to the Price outlined in the Commercial Proposal, Getinge shall be entitled to invoice the Customer for:

- i. a stocking fee, which may amount ten per cent (10%) of the Price, per month and for a maximum of two (2) months, after Getinge has first notified the Customer that the Goods are ready for collection or (as the case may be) Getinge has tendered delivery of the Goods;

- ii. the Price of the Goods if, two (2) months after Getinge has first notified the Customer that the Goods are ready for collection or (as the case may be) Getinge has first tendered delivery of the Goods, the Goods are still stored by Getinge.

b) The Customer shall pay the Price in the invoicing currency within 30 days of the date of Getinge's invoice, subject to credit, notwithstanding that delivery or performance may not have taken place and the property in the Goods has not passed to the Customer.

c) The invoice will be issued to the company that presented the purchase order and executed Getinge's Commercial Proposal and these GTC. Also, the payment shall be made by the same legal entity.

d) If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Getinge, Getinge shall be entitled to: (i) cancel the Agreement or suspend any further deliveries or performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of interest applied by the Central Bank in the Country from where Getinge is selling or providing services to its most recent financing operation plus 10 (ten) points. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.

e) All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim in accordance with the payment terms on the Commercial Proposal.

f) Getinge may require from the Customer that the latter provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee. The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Getinge, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

g) Getinge is not obliged to accept any checks or bills of exchange as method of payment. Acceptance of such payment methods must be agreed upon beforehand and shall occur in any case only on account of performance and will not be considered as performance in full discharge of an obligation. Any related costs will be borne by Customer. Credit notes from checks and bills of exchange will occur by deducting any costs and subject to receipt at the value on the day Getinge has access to the equivalent value.

#### 6. LIABILITY

a) Except in respect of death or personal injury caused by Getinge's negligence, Getinge shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty, or under the express terms of the Agreement, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Getinge, its employees, Affiliates or agents or otherwise) which arise out of or in connection with the execution of the Agreement, except as expressly provided in these GTC.

b) Getinge shall not be liable for the correct choice of Goods for the purpose intended in the individual case and for the correct linkage of such Goods to one another or to items of the Customer. This shall be the sole responsibility of the Customer or of such person who links and installs the Goods on behalf of Customer. Getinge disclaims any and all liability for faulty and/or false connections of Goods and for any use that is non-compliant to applicable law in the country of use.

c) Getinge shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Getinge's obligations under the Agreement, if the delay or failure was due to any Force Majeure event.

d) To the fullest extent permitted by law, and notwithstanding anything contained in the Agreement to the contrary, Getinge's total aggregate liability under, or in connection with this Agreement, whether arising in tort (including negligence), contract or in any other manner will not exceed, in total, the lesser of: i) Customer actual direct damages; or ii) the Price which Customer has paid Getinge for the Goods, Services or SaaS giving rise to such claim; or (iii) 50 % of the Price which Customer has paid Getinge for the Standalone Software giving rise to such claim in. Getinge shall in any event not be liable to the Customer for any (i) loss of profit or revenues; (ii) loss of or damage to data or information systems; (iii) loss of contract or business opportunities; loss of anticipated savings; (iv) loss of goodwill; or (v) any indirect, special or consequential loss or damage.

e) Neither Party will be liable to the other for any breach of this Agreement to the extent that such breach is caused by a breach of this Agreement by the other Party.

f) Getinge shall have no liability whatsoever for any damages suffered, directly or indirectly, by any person as a result of (i) the operation or the use of Goods in combination with any other hardware or software not supplied by Getinge; (ii) any modification to the Goods or any of its components, including without limitation, the Software, or the SaaS, made by the Customer or any third party; (iii) use of any open source or third party software provided by Getinge hereunder; (iv) any words, description, trademarks, devices and other matters printed on the Goods at the Customer's request or in accordance with the Customer Specification; and/or (v) the Software is used contrary to its intended purpose, in combination with software or hardware not supported by the Software, or otherwise used contrary to Getinge's instructions or the Documentation.

g) In the event that the Goods supplied under this Agreement are Goods which form a System, the Customer shall indemnify and hold Getinge harmless from and against any claim or threatened claim for damages, penalties, costs and expenses (including reasonably attorneys' fees) arising, directly or indirectly from (i) the manufacture, use, sale, distribution, marketing or commercial exploitation of any pharmaceutical product or other substance or derivation by the Customer using the System; or (ii) modification of the System by the Customer or any third party.

h) Save where Getinge or its Representatives are negligent, the Customer shall hold Getinge and its Representatives harmless from all claims against Getinge brought by the Customer's own Representatives resulting from personal injury or death or loss of property which arise whilst at Getinge' premises or while the Customer's Representatives are interfacing with, or assisting Getinge in its work (if any) at the Customer's site

## 7. TERMINATION

a) This Agreement may be terminated immediately by either Party serving notice in writing to the other Party where the other Party: (i) commits a material breach of this Agreement and such breach, if remediable, is not remedied within twenty (20) Business Days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or

credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy; or (v) conducts a material change in its management or control.

b) If this Section applies then, without prejudice to any other right or remedy available to Getinge, Getinge shall be entitled to cancel the Agreement or suspend any further deliveries or performances under the Agreement without any liability to the Customer, and if the Goods have been delivered, the Services performed and/or the SaaS been accessed by the Customer but not paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 8. INDEMNIFICATION

a) Customer agrees to indemnify, defend and hold harmless Getinge from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with (i) any claim of infringement of any patent or other proprietary rights of any person or party to the extent that the Goods were manufactured pursuant to Specifications supplied or required by Customer; or (ii) any and all actual or alleged injuries to, or deaths of, persons and any and all damage to, or destruction of, property arising directly or indirectly from or relating to the Goods sold pursuant to the Agreement, or any products or items manufactured using such Goods, or relating to the products items or equipment serviced under the Agreement, except for such costs, losses, expenses, damages, claims, liabilities or fines which directly are caused by or result from Getinge' willful misconduct or negligence; or (iii) the negligence and/or willful misconduct of Customer, its employees or agents.

b) Getinge agrees to defend and indemnify Customer and hold Customer harmless from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection with the negligence and/or willful misconduct of Getinge, its employees or agents.

c) In the event that the provisions of this Section 8 be applicable, the interested Party shall direct the other Party a remedy notice, pursuant to Section 7 a) (i) above.

## 9. INSURANCE

The Customer shall maintain, at its own cost and expense, comprehensive general liability insurance, including product liability insurance, property damage insurance, public liability insurance, completed operations insurance and contractual liability insurance and maintain such coverage and limits in commercially reasonable amounts. Customer shall further maintain, at its own cost an expense, workmen's compensation insurance and any other insurance required by law, in commercially reasonable amounts. Customer shall, promptly upon Getinge' written request, furnish to Getinge certificates of insurance evidencing the coverages, limits and expiration dates of the respective insurance policies.

## 10. ETHICS & COMPLIANCE REQUIREMENTS

a) The Customer and Getinge shall comply with all applicable national and international laws and regulations, in particular the applicable export control regulations and sanction programs. The Customer also agrees not to export, re-export or transfer any software or technology developed with or using information, software or technology offered by Getinge, in violation of any applicable laws or regulations of the competent authorities. Further, the Customer shall neither use any Goods, Service, information, Software and technology offered by Getinge in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

b) The Parties acknowledge that some or all the Products are classified as medical devices and that the Products must meet: (i) quality requirements applicable to the Products; and (ii) the requirements of applicable laws and regulations in order to be imported, marketed, distributed and sold in the Territory, such as but not limited to FDA - Food and Drug Administration in the USA, European MDR's, ANVISA – National Healthy Surveillance Agency and any other Ministry of Health, Healthy Agency and Public Administrative bodies in the Country where the Products are commercialized. The Parties shall cooperate with each other to obtain any regulatory market authorization(s), registrations and any other regulatory requirements as applicable in order for the Products to be marketed and sold in the Territory.

c) Goods may be subject to international and national export restrictions. Acceptance and delivery of the order will be done in strict compliance with the appropriate legal provisions and embargo regulations. Acceptance and execution of orders for Goods requiring approval is subject to the issue of applicable export licenses by the relevant country authorities. In case Goods require approval, Getinge requires an appropriate End-User-Declaration from the end user stating the precise use of the Goods and including an informative company profile. Goods will be supplied exclusively for civil and peaceful purposes. With the purchase order, the Customer agrees to comply with all applicable laws and to provide all requested information and data in a timely manner to obtain the necessary documents.

d) Pharmaceuticals, Cosmetics, Food: For Customers in pharmaceutical, cosmetic and/or food industries, it is expressly understood and agreed that Customer shall be solely responsible for complying with laws, regulations and practices applicable to its industry, including but not limited to medical requirements, general manufacturing practice guidelines and applicable laws, orders and other provisions.

e) Data protection: Getinge will request, process and use personal data from Customer to manage Customer' requests, claims, orders or repairs and for the continuing relationship management to Customer. Some of those data processing activities are handled on behalf of Getinge by Getinge AB, Sweden, its Affiliates or external service providers. These companies may be based worldwide, including areas outside the European Union. Furthermore, Getinge will transfer these data to authorities, if there is an existing legal obligation for Getinge to do so. Individuals have the right to access their data processed by Getinge and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. For further information see Getinge' data protection policy posted at <https://www.getinge.com/us/legal-information/privacy-policy/>. Unless otherwise set forth in this Section each Party shall be responsible, as a data controller, for its processing of personal data carried out as a result of the Agreement. Each Party must ensure that such processing is carried out in accordance all applicable laws and regulations that govern the processing of personal data applicable for each Party. This may include (if within the EU/EEA), but is not limited to, the EU General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national data protection laws and regulations implementing the EU Electronic Communications Privacy Directive (2002/58/EC), as well as any amendments to or replacements of such laws and regulations. In connection with the supply of some services (such as for provision of technical services and/or SaaS), Getinge may process personal data on behalf of the Customer, meaning Getinge will be the data processor and the Customer will be the data controller in respect of such processing of personal data. In such case, and if this is required under applicable laws and regulations that govern the processing of personal data, the Parties shall enter into the from time to time applicable data processing agreement available here, or a separate data processing agreement as provided by Getinge if required by local law. In the event the data processing agreement and the Agreement should have conflicting provisions regarding the

processing of personal data, the data processing agreement shall prevail. In the event of conflicting provisions regarding any other matters, the Agreement shall prevail.

f) Use of product data: The Customer grants Getinge a non-exclusive, royalty-free, perpetual, and worldwide right to use the data, including metadata, generated through the use of Getinge's products ("Product Data"), either independently or in aggregated form together with other data, for the purposes of: (i) improving and developing Getinge's or its group companies' existing products and/or services, (ii) developing new products and services, and (iii) publishing reports and marketing materials based on Product Data. Getinge is also entitled to share Product Data within the Getinge group and with third parties for the above purposes, as well as with competent authorities or notified bodies if required as part of a regulatory process. To the extent Product Data includes personal data, Getinge shall, prior to any use, anonymize and aggregate the Product Data in such a way that no individual can be identified, either directly or indirectly.

g) Anti Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act: Customer acknowledges that: (a) Getinge may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "FCPA"); and, (b) Getinge may be subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered thereunder. Customer further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause Getinge to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law.

h) Getinge can cancel any business with a Company or Individual politically exposed after all the Compliance screenings with no penalty applicable to any part.

## 11. MISCELLANEOUS

a) Any notice required or permitted to be given by either party to the other under these GTC shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

b) No waiver by Getinge of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

c) If individual provisions of these GTC are or become fully or partially ineffective, the remaining provisions of the GTC shall not be affected thereby. This also applies if an unintended omission is found in the Agreement. A fully or partially ineffective provision shall be replaced or an unintended omission in the GTC shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the contractual parties or to what they would have intended according to the meaning and purpose of these GTC had they been aware of the ineffectiveness or omission of the provision(s) in question.

d) Each party undertakes that it will keep any Confidential Information confidential and it will not use or disclose the other Party's Confidential Information to any persons except that it may disclose such Confidential Information to any of its Representatives who need to know the same for the purposes of performing any obligation under this Agreement, provided that such party must ensure that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this Section as if it were a party.

e) Orders are not assignable or transferable, in whole or in part, without the express written consent of Getinge.

f) Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to Getinge, its Affiliates, its products, or to these GTC must be approved by Getinge prior to its use or release.

g) Getinge, or its Affiliates, is the owner of certain proprietary brand names, trademarks, trade names, logos and other Intellectual Property. Except as otherwise expressly permitted by Getinge, no use of Getinge's or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of Getinge' or its Affiliates' brand names, trademarks, trade names, logos or other Intellectual Property as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner, or to imply any endorsement by Getinge of another entity's products or services.

h) Nothing in this Agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of Getinge subject to the other terms of these GTC in relation to the Goods and Services), and personnel.

i) Nothing in this document is intended to create any rights in third parties against Getinge.

## 12. GOVERNING LAW AND DISPUTES

a) This Agreement is governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with the laws of The Netherlands, without regard and to the exclusion of The Netherlands' conflict of laws rules. The United Nations Convention for the International Sale of Goods is excluded and shall not apply.

b) All disputes arising out of or in connection with this Agreement, including its validity or a breach thereof, and all questions of arbitrability, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**") **by one or more arbitrators appointed in accordance with the ICC Rules.**

c) The place of the arbitration shall be Amsterdam, and the language of the arbitration shall be English (the same as the language of the contract).

d) In addition to the ICC's Rules, the Parties agree that the arbitration shall be conducted in accordance with the IBA Rules on the Taking of Evidence in International Arbitration, as current on the date of the commencement of any arbitration.

e) The arbitrator(s) shall have the power to grant any interim or provisional measures that they deem appropriate, including but not limited to injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator(s) may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator(s) to act as amiable compositeurs or to proceed ex aequo et bono, and the arbitrator(s) shall have no authority to exercise rights of jura novit curia. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

f) The arbitrator(s) may award to the prevailing party, if any, as determined by the arbitrator(s), its costs and expenses, including reasonable attorneys' fees. Judgment upon any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

g) No information concerning an arbitration, beyond the names of the parties and the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by a party or witness in the arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively as a result of its participation in the arbitration, and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law.

## PART II- TERMS AND CONDITIONS FOR SALE OF GOODS

If Customer is purchasing Goods from Getinge, the following provisions shall exclusively apply in relation to the purchase and sale of Goods, and Goods only, in addition to the provisions of Part I of these GTC:

### 1. SPECIFICATIONS

a) The Customer shall be responsible to Getinge for ensuring the accuracy of the terms of any order (including any applicable Specification) submitted by the Customer ("**Customer Specification**"), and for giving Getinge any necessary information relating to the Goods within a sufficient time to enable Getinge to perform the Agreement in accordance with its terms

b) The quantity, quality and description of and any Specification for the Goods shall be those set out in Getinge' Commercial Proposal.

c) If the Goods are to be manufactured or any process is to be applied to the Goods by Getinge in accordance with a Customer Specification submitted by the Customer, the Customer shall indemnify Getinge against all loss, damages, costs and expenses awarded against or incurred by Getinge in connection with or paid or agreed to be paid by Getinge in settlement of any claim for infringement of Intellectual Property of any other person which results from Getinge' use of the Customer's Specification.

d) Getinge reserves the right to make any changes (i) in the Specification or, if applicable Customer Specification of the Goods which are required to conform with any applicable safety or other statutory requirements; and/or (ii) where the Goods are to be supplied according to Getinge's Specification, to the components, functionality or performance characteristics of the Goods supplied under an order already in place, provided that the Goods continue to conform in all material respects with the Specification or Customer Specification in force at the time of the order.

### 2. DELIVERY

a) The Goods will be delivered to the Delivery Location on or before the dates specified in the Commercial Proposal. Getinge shall notify the Customer in Writing as soon as reasonably practicable on becoming aware that a delay in delivery is likely and will provide a revised estimate, if possible. The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment or the Agreement. Unless the Parties otherwise agree, packaging material is to be disposed of by the Customer at the Customer's expense.

b) Getinge will use its reasonable endeavors to meet delivery dates but such dates are approximate only and time of delivery is not of the essence and Getinge shall not be liable for any delay in delivery of the Goods howsoever caused. The Goods may be delivered by Getinge in advance of the quoted delivery date upon giving reasonable notice to the Customer.

c) The Customer acknowledges that any variance in the quantities of the Goods ordered up to 10% more or 10% less than the quantity ordered will not be regarded as a failure of Getinge to supply the Goods ordered, provided that Getinge will only invoice the Customer for, and the Customer will only be obliged to pay for, the quantity actually delivered.

d) If Getinge is entirely unable to deliver the Goods for any reason other than any cause beyond Getinge's reasonable control or the Customer's fault, and Getinge is accordingly liable to the Customer, Getinge's liability shall be limited to the Price of the Goods that Getinge failed to deliver.

### 3. RISK AND PROPERTY

a) Risk of damage to or loss of the Goods shall pass to the Customer: (i) in the case of Goods to be delivered at Getinge's premises, at the time when Getinge notifies the Customer that the Goods are available for collection; or (ii) in the case of Goods to be delivered otherwise than at Getinge's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Getinge has tendered delivery of the Goods.

b) Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these GTC, the property in the Goods shall not pass to the Customer until Getinge has received in cash or cleared funds payment in full of the Price of the Goods.

c) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Getinge's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Getinge's property and take all reasonable care of the Goods and keep them in the condition in which they were delivered and inform Getinge immediately if it becomes subject to any insolvency type event and permit, upon reasonable notice, Getinge to inspect the Goods during the Customer's normal business hours and provide Getinge with such information concerning the Goods as Getinge may request from time to time. Until such time as the Customer becomes aware or ought reasonably to have become aware that an insolvency type event has occurred or is likely to occur, the Customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to Getinge for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. If the Customer resells the Goods in accordance with the foregoing, title shall pass to the Customer immediately prior to the resale. If, at any time before title to the Goods has passed to the Customer, the Customer informs Getinge, or Getinge reasonably believes, that the Customer has or is likely to become subject to an insolvency type event, Getinge may (i) require the Customer to re-deliver the Goods to Getinge (at the expense of the Customer if so requested by Getinge); and/or (ii) if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

d) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Getinge shall be entitled at any time to require the Customer to deliver up the Goods to Getinge and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

e) The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Getinge, but if the Customer does so all moneys owing by the Customer to Getinge shall (without prejudice to any other right or remedy of Getinge) forthwith become due and payable.

### 4. WARRANTIES AND REMEDIES

a) Subject to the conditions set out herein, Getinge warrants that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanship during the Goods Warranty Period. Getinge will at its option repair, replace or refund the Price of the Goods that do not comply with this Section 4) a) provided that the Customer serves a written notice on Getinge (i) in the case of defects discoverable by a physical inspection not later than five (5) Business Days from the arrival of the Goods at the Delivery Location; or (ii) in the case of latent defects, within a reasonable period of time from arrival of the Goods at the Delivery Location that some or all of the Goods do not comply with this Section 4) a) and identifying in sufficient detail the nature and extent of the defects and complying with any returns policy of Getinge that may be notified to the Customer from time to time. The Customer will be deemed to accept the Goods if it does not notify Getinge of any failure of the Goods to comply with this Section 4) a) within the time periods set out above.

b) The above warranty is given by Getinge subject to the following conditions: (i) Getinge shall be under no liability in respect of any defect in the Goods arising from any drawing, design or Customer's Specification supplied by the Customer; and (ii) Getinge shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Getinge's instructions (whether oral or in writing) as to storage, installation, commissioning, use or maintenance of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods, misuse or alteration or repair of the Goods without Getinge's approval; (iii) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment; (iv) the above warranty does not extend to parts or materials not manufactured by Getinge, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Getinge; (v) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where the Customer uses any Goods after notifying Getinge that such Goods do not comply with Section 4) a) hereof; (vi) Getinge shall be under no liability under the above warranty (or any other warranty, condition or guarantee) where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer.

c) Subject as expressly provided in these GTC, all warranties, conditions or other terms implied by statute or law are excluded to the fullest extent permitted by law. Except as set out in this Section 4), Getinge gives no warranty or condition and makes no representation in relation to the Goods.

### 5. INTELLECTUAL PROPERTY

a) Notwithstanding any other provision of this Agreement or termination or expiration of this Agreement, Getinge shall own all right, title, and interest in and to all Intellectual Property related to the Goods owned or controlled by Getinge as of the Commercial Proposal date, and all Intellectual Property that is developed by Getinge after its written confirmation of the order, provided, that it does not exclusively rely upon or materially utilize: (i) the Confidential Information of Customer; or (ii) Intellectual Property owned by Customer. Except as otherwise expressly provided herein to the contrary, these GTC do not

transfer, assign, lease or license to Customer, or otherwise provide Customer with any rights or interests in or to any Intellectual Property owned by Getinge. Procurement and maintenance of copyright or Intellectual Property related to the Goods or any other proprietary rights relating to any technology, including any Invention owned by Getinge shall be carried out or pursued at the discretion and expense of Getinge.

b) Should the Goods, or any part thereof, become, or in Getinge's opinion be likely to become, the subject of any claim of infringement, the Customer shall permit Getinge, at Getinge's option and expense, to either (i) procure for the Customer the right to continue using the same; or (ii) replace or modify the Goods (or the affected parts or elements thereof) to render it or them non-infringing, provided that such replacement and/or modification do not materially affect the functionality or efficiency of the Goods. Getinge's obligations under this Section will not apply to Goods modified or used by the Customer other than in accordance with the Agreement or Getinge's instructions. The Customer will indemnify Getinge from and against all losses, damages, liability, costs and expenses incurred by Getinge in connection with any claim arising from such modification or use.

c) In relation to trademarks affixed to or incorporated within the Goods, use of the trademarks will be in accordance with this Agreement and with Getinge's (or licensor's) brand guidelines (if any) supplied to the Customer from time to time and all goodwill associated with the use of trade marks will accrue to the benefit of Getinge (or its licensor) and at the request of Getinge, the Customer will at its own cost, sign all documents and do all things necessary to assign such goodwill to Getinge or Getinge's licensor as the case may be. The Customer undertakes not to apply to register or register the same trademark or any confusingly similar mark or procure or assist someone else to do so and except to the extent authorised by Getinge in writing, the Customer will not alter or remove such trademark from the Goods.

d) The Customer shall notify Getinge in respect of any infringement or suspected infringement of Getinge's Intellectual Property in the Goods as soon as the Customer becomes aware of such circumstances. Getinge shall be entitled to solely undertake the measures it deems appropriate in order to prosecute the infringement.

e) Getinge undertakes to defend the Customer from and against any claim or action that the possession or use of the Goods (excluding any third-party of open source components) infringes the Intellectual Property rights of a third party (a "Claim") and shall fully indemnify and hold the Customer harmless from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such Claim.

f) If any third party makes a Claim or notifies an intention to make a Claim, indemnification according to Section 5 e) above is however conditioned upon that the Customer (i) without delay gives written notice of the Claim to Getinge, specifying the nature of the Claim in reasonable detail, (ii) makes no admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Getinge, (iii) allows Getinge full control and conduct of the defense or settlement of the Claim, and (iv) provides all reasonable assistance to Getinge in the defense or settlement of the Claim, on Getinge's reasonable expense. Furthermore, Getinge's obligation to indemnify the Customer as set out above, shall not apply if the Goods has not been used in accordance with the Agreement.

## 6. SYSTEMS AND SOFTWARE

a) Upon payment of the applicable license fee, and subject to the terms of the Agreement, Getinge grants Customer a non-exclusive, non-sublicensable, non-transferable, perpetual right and license to at one or more of its facilities and locations

use the (i) Embedded Software for Customer's internal business purpose in the operation of the Goods (ii) Standalone Software solely for the Customer's internal business at the agreed premises on the agreed number of permitted servers, clients and devices. This license shall also include the right to access and use to Documentation referable to the Software.

b) The Software and the Documentation and all Intellectual Property related thereto are owned by Getinge, by an Affiliate of Getinge, and/or by certain suppliers of Getinge and its Affiliates, and title to the Software and Documentation in general or respective copyrights shall not pass to Customer as a result of Customer's use of the Software or Documentation. The license rights granted herein may not be transferred to another party without the written permission of Getinge (however excluding a transfer of the rights to the Embedded Software if the Goods are transferred to another party).

c) The Software and Documentation is protected by the respective national copyright laws and international treaties and Customer shall not copy it or allow it to be copied except that Customer has the right to (i) make such copies that are necessary for the use of the Software by Customer in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Customer does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which it is entitled to do.

d) Customer shall (i) not use the Goods, Software or Documentation for any purpose outside the scope of the application for which it is being provided, (ii) not use the Embedded Software other than with the purchased Goods, (iii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Customer, and (iv) not move the Software to any country in violation of any applicable import or export control regulations. Any manufacturer's markings, in particular copyright notices, may not be removed or changed without the prior written consent of Getinge. All other rights in and to the Software and the Documentation, including copies thereof shall remain with Getinge. The Customer is not entitled to sublicense the Software.

e) Nothing in the Agreement shall be construed as an implied grant to Customer of any right to, and Customer shall not, and shall not permit any third party to, (i) use or reproduce any of the Software in any format, (ii) rent, lease, lend, sell, distribute, publish, disclose or allow use of any of the Software, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party other than Customer's personnel, (iii) modify or alter any of the Software in any manner whatsoever or create any derivative works. Customer shall cause its systems administrator and end user employees to comply with the terms and conditions of the Agreement. Customer shall cooperate with Getinge, and shall render all reasonable assistance requested by Getinge, to assist Getinge in preventing and identifying any use of or access to the Software, by Customer personnel or otherwise, in violation of the terms and restrictions of the license granted herein or any other breach of the Agreement.

f) Customer shall use the Software only for the purposes that are expressly authorized by the Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, the use of the Software (i) after this Agreement has expired or terminated; (ii) in breach of any

Customer obligation in the Agreement; (iii) is inconsistent with the Documentations or authorized uses, (iv) in violation of any laws and regulations; or (v) to include, and/or otherwise associate the Software with any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or other code that may be deemed malicious.

g) Customer further understands that its use of the Software shall be subject to the terms of any third party license agreements, including open source licenses, or notices that are provided to Customer by Getinge and to the rights of any other third-party owners or providers of software or firmware included in the Software, and Customer shall comply with the terms of such third-party license agreements and rights provided by Getinge in the Documentation.

h) Getinge warrants that (i) Standalone Software will perform materially, as set forth in the Documentation for a period of three (3) months from delivery; (ii) Embedded Software will perform materially, as set forth in the Specification for a period of one (1) year from delivery. During this period, the sole and exclusive remedy for any defect is the repair or replacement of the Standalone Software or Embedded Software, or in regard to Standalone Software, at Getinge's discretion, a refund of the license fees paid in exchange for the return of the Standalone Software to Getinge. Save as expressly provided above, the Software as well as its Documentation and Specification, (including any upgrades and updates of the foregoing) are provided "AS IS" AND "WHERE IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FUNCTIONALITY, COMPLETENESS OR ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, LACK OF VIRUSES OR FREEDOM FROM INFRINGEMENT. FURTHERMORE, THE CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS NOT, AND WILL NOT BE, ERROR FREE AND RUN WITHOUT ANY INTERRUPTION.

i) Failure to comply with any of the terms of this subsection terminates Customer's right to use the Software. Upon termination of such right, Customer must return the Software provided by Getinge, and any and all copies thereof or of any other Software to Getinge and certify in writing that no copies thereof are retained.

j) Any replacements, fixes or upgrades of the Software which Customer may hereafter receive from Getinge or an Affiliate of Getinge, shall be provided subject to the same restrictions and other provisions contained in this subsection, regardless of whether subsection or these GTC are specifically referenced when Customer receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades of Software shall be three (3) months from the date of its delivery to Customer. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.

k) Getinge shall have no liability for, or any obligations under warranty if any Software modifications are undertaken by anyone other than Getinge or its nominees. In addition, Getinge shall charge for any costs and expenses incurred up to the point of discovery of any such modification, and for all subsequent rectification work necessary to return the Software to its warranted condition.

l) Connected Goods and Customer Systems: The Customer shall (i) obtain and operate all Customer Systems needed to connect Connected Goods to the SaaS, including ensuring the Customer Systems availability and that the Customer Systems use secure means for connecting to the internet and comply with all related configurations and

specifications as follows from the Specification; (ii) provide all corresponding backup, recovery and maintenance services corresponding to such Customer System; (iii) maintain the version-currency, integrity and security of Customer Systems and Connected Goods (physical, electronic and otherwise); (iv) take commercially reasonable steps to exclude and protect Customer Systems and Connected Goods from malware, viruses, spyware, Trojan horses or any other harmful code. Customer agrees to indemnify, defend and hold harmless Getinge from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection to any breach against this Section 6 l).

m) Getinge may, at any time upon giving the Customer reasonable notice, itself or with the assistance of a third party, audit the Customer's use of the Software in accordance with the license granted herein. If Getinge becomes aware that the Customer uses the Software, respectively, in any manner specified above, on more devices or other units than what is permitted by the number of licenses purchased or otherwise in a manner which is not expressly permitted by this Agreement, Getinge shall, in addition to any other remedies available to the us, be reimbursed by the Customer for any costs incurred in relation to such audit.

n) This Agreement and the license granted herein regarding the Software does not include any support services, updates or upgrades. Support services and related software updates are subject to a separate written agreement between the Customer and Getinge.

o) Use of updates and upgrades, if provided, is subject to the same terms as this Agreement, unless Getinge specifically requires that the Customer accepts additional terms of use for any upgrades for any reason, in which case use of the said upgrade is subject to the Customer accepting such additional terms.

p) The Software and related Documentation may be subject to export and import control. If applicable, it is the responsibility of the Customer to obtain any and all required permits for its intended import, export, re-export or other use of the Software, including the obligation to obtain end-user certificates and other documentation. Getinge undertakes no liability in relation to any export control and the Customer shall hold Getinge harmless for any and all claims, costs and expenses caused by the Customer's failure to comply with this Agreement or any relevant export control regulations.

q) The Customer acknowledges that only by reference to and by reason of the aforesaid limitations is Getinge able or willing to offer Software, System and installations at the Prices.

## 7. EQUIPMENT

a) If Customer is purchasing an Equipment from Getinge, which is to be installed by Getinge, the following additional provisions shall apply:

b) Factory Acceptance Tests ("FAT"): Getinge will notify the Customer in Writing when the Equipment will be ready for testing at Getinge' premises. Following such notification, representatives of each party will, at their own expense, attend Getinge' premises on a mutually agreed date for the purpose of testing the Equipment in accordance with the applicable Specifications and FAT protocol to be issued by Getinge and approved by Customer. Getinge will provide the Customer with a certified report of the results of any test. Once the Equipment has been tested pursuant to this Section 7) b), Getinge will deliver the Equipment on Customer's Delivery Location, on a mutually agreed date.

c) Site Acceptance Test ("SAT"): Following completion of the installation and commissioning of the Equipment,

representatives of Getinge and Customer shall at their own expense, attend Delivery Location on a mutually agreed date for the purpose of commissioning and acceptance testing the Equipment in accordance with the applicable Specifications and the SAT protocol to be issued by Getinge and approved by Customer. Getinge will provide Customer with a certified report of the results of any test. In addition to any remedies that may be provided under these GTC, Getinge may terminate this Agreement with immediate effect upon written notice to Customer in case the Customer fails to accept the Equipment as per the provisions of the SAT protocol and such delay continues for ten (10) days after Getinge' receipt of written notice.

### **PART III- SAAS TERMS AND CONDITIONS**

If Customer is subscribing to any SaaS from Getinge, the following provisions shall exclusively apply in relation to the subscription of such SaaS, and SaaS only, in addition to the provisions of Part I of these GTC.

#### **1. PROVISION OF THE SAAS**

- a) Getinge hereby grants to the Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS, in accordance with these GTC and the SaaS Documentation during the Subscription Term, (i) regarding Getinge Online - solely for the benefit of Customer to view data relating to Connected Goods' performance and service needs; (ii) regarding other SaaS provided by Getinge – if not further specified in the applicable SaaS Documentation - solely for the intended purpose of such SaaS.
- b) The Customer acknowledges that the SaaS is provided as a service and that Getinge will not be delivering copies of the same to the Customer.
- c) Getinge shall to a reasonable extent (in the sole opinion of Getinge deciding what is reasonable), provide support to the Customer at the start-up of the SaaS. If so, Customer shall follow Getinge's instructions, meaning inter alia to give Getinge access (physical and/or digital) to the Connected Goods, and to provide sufficient and adequately trained personnel to Getinge's support. Support provided by Getinge in addition to the above, shall be provided on a time and material basis. Should Getinge as part of the start-up support, make any customizations or modifications to the SaaS, all rights, title and interest to such customizations or modifications shall vest in Getinge. The Customer shall in such a case be granted a license corresponding to the license in Part III - Section 1) a) to the customization or modification.
- d) Functionalities and specifications of the SaaS are described in the SaaS Documentation. Getinge may make available new functionalities and updates from time to time and shall update the SaaS Documentation accordingly.
- e) The SaaS include open source software and/or third-party supplier software, which means that Customer's use of the SaaS shall be subject also to the terms of any third-party license agreements or notices that are provided to Customer in the SaaS Documentation for such software. Customer undertakes to comply with the terms of such third-party license agreements and rights provided by Getinge through the SaaS.
- f) Provisions regarding, uptime, upgrades, updates, maintenance, troubleshooting, support and training is regulated in a separate Service Level Agreement provided by Getinge. The fees applicable and the service level to be provided by Getinge to Customer under the Service Level Agreement is stated in the Commercial Proposal.

g) For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of the Agreement: (i) a Force Majeure event; (ii) a fault or failure of the internet or any public telecommunications network; (iii) a fault or failure in the Customer's IT-environment, including but not limited to Customer Systems or Connected Goods; or (iv) any breach by the Customer of the Agreement.

h) Getinge may discontinue Customer's or Users' access to parts of or all the SaaS with immediate effect if: (i) the Customer does not comply with Part III - Section 2); (ii) Customer's or Users' use of the SaaS pose a security risk to the SaaS, Getinge, its Affiliates or any third party, or could adversely impact Getinge's systems, the SaaS or the systems or content of any third party (including Getinge's other customers); or (iii) Customer is in breach of the Agreement.

i) If the access to the SaaS is discontinued, Getinge may at its sole discretion chose to terminate the Agreement immediately in line with Part I - Section 7 above, or if remedied by the Customer give the Customer or Users access again to the SaaS.

#### **2. CUSTOMER OBLIGATIONS**

- a) The Customer shall provide Getinge with all information reasonably requested by Getinge in order for Getinge to provide the SaaS and give access to the SaaS to the Customer and its Users.
- b) The Customer shall comply with and always use the SaaS in accordance with relevant laws and regulations, as well as the SaaS Documentation and any other instructions provided by Getinge. Customer shall also ensure the Users comply with the SaaS Documentation, in particular regarding User accounts, passwords and login details.
- c) The provisions in the Agreement and the SaaS Documentation regarding use of the SaaS by the Customer shall, in applicable parts, apply also to use by Users. The Customer shall inform Users about the scope and limitations of the Customer's and Users' usage rights, and the Customer is responsible for all acts and use of the SaaS by Users as for its own acts and use.
- d) The Customer is responsible for keeping all passwords and account details relating to the SaaS confidential and shall ensure that no person other than its Users gets access to and can use the SaaS. If the Customer suspects any unauthorized access to or use of the SaaS, the Customer shall immediately notify Getinge thereof.
- e) The Customer shall at all times maintain the security of its IT environment, such as the operating environment, network, applications, text, pictures or other data used in connection with the SaaS, and ensure that the Customer Data is secure and free from viruses etc. For the avoidance of doubt, Getinge is not liable for the Customer's hardware or software, including files or data uploaded or used in connection with the SaaS, or for any unauthorized use of User accounts or otherwise of the SaaS.
- f) The Customer shall obtain and operate all Customer Systems needed to connect to, access or otherwise use the SaaS, and provide all corresponding backup, recovery and maintenance services corresponding to such Customer Systems. It shall solely be Customer's responsibility to ensure that the Customer Systems use secure means for connecting to the internet and include commercial web browser applications capable of interfacing with the SaaS ("**Minimal Requirements**") and comply with all related configurations and specifications set forth in the SaaS Documentation. The Customer shall maintain the version-currency, integrity and security of Customer Systems (physical, electronic and otherwise) necessary to meet the Minimal Requirements.

g) The SaaS may not be used: (i) for any unlawful or other purpose for which it is not intended, including transmitting, uploading or posting any computer viruses or harmful files, codes or programs by use of the SaaS; (ii) in any way so that the SaaS is interrupted, damaged, rendered less efficient or the functionality of the SaaS in any way impaired, or that may be damaging or disruptive to Getinge's other customers, or their use of the SaaS, or to computers or other equipment; or (iii) in any other way that could reasonably be expected to affect Getinge or the SaaS adversely or reflect negatively on the goodwill, name or reputation of Getinge.

h) The right to access and use the SaaS granted to the Customer under Part III - Section 1) a) is subject to the following conditions and limitations: (i) the Customer may only use the SaaS in connection with Connected Goods; (ii) the SaaS may only be used by the Users and must not be used at any point in time by more than the number of Users specified in the SaaS Documentation; (iii) the Customer may not republish or redistribute any content or material from the SaaS and/or SaaS Documentation; (iv) the Customer may not copy, modify, develop, translate or in any other way amend the SaaS or permit any third party to do so, or reverse-engineer, decompile or disassemble the SaaS or by any other means recreate the SaaS's source code, create derivative works of the except for what is permitted under mandatory law; (v) the Customer may not use the SaaS in any way that is unlawful, illegal, fraudulent or harmful or in connection with any such purpose or activity.

### 3. DATA PROTECTION

a) Unless otherwise set forth in this Section each Party shall be responsible, as a data controller, for its processing of personal data carried out as a result of the Agreement. Each Party must ensure that such processing is carried out in accordance all applicable laws and regulations that govern the processing of personal data applicable for each Party. This may include (if within the EU/EEA), but is not limited to, the EU General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national data protection laws and regulations implementing the EU Electronic Communications Privacy Directive (2002/58/EC), as well as any amendments to or replacements of such laws and regulations.

b) In connection with the supply of the SaaS, Getinge may process personal data on behalf of the Customer, meaning Getinge will be the data processor and the Customer will be the data controller in respect of such processing of personal data. In such case, and if this is required under applicable laws and regulations that govern the processing of personal data as a result of the Customer's use of the SaaS, the Parties shall enter into a data processing agreement as provided by Getinge if required by local law.

c) In the event the data processing agreement and the Agreement should have conflicting provisions regarding the processing of personal data, the data processing agreement shall prevail. In the event of conflicting provisions regarding any other matters, the Agreement shall prevail.

### 4. INTELLECTUAL PROPERTY AND CUSTOMER DATA

a) Getinge, or any third party from whom Getinge derives its right, owns and shall retain all rights, title and interest, including any Intellectual Property, in and to the SaaS and the SaaS Documentation, and nothing in the Agreement shall be deemed as an assignment or transfer of any Intellectual Property from Getinge to the Customer or from the Customers to Getinge.

b) The Customer retains all rights, title and interest, including any Intellectual Property, in the Customer Data. The Customer (for itself and all of its Users) grants Getinge a

worldwide, non-exclusive, limited term license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent required for the performance of Getinge's obligations and the exercise of Getinge's rights under the Agreement, including the right to sublicense these rights to its hosting, connectivity and telecommunication service providers. Furthermore, the Customer grants Getinge a non-exclusive, perpetual, world-wide royalty free license to use the Customer Data to (i) improve the functionality, usability and accessibility of the SaaS (ii) comply with or as required by any legal, regulatory, law enforcement inquiry or investigation; and (iii) use de-identified Customer Data, including de-identified patient data, in aggregated or non-aggregated form, for Getinge's internal research, analysis and product development, including the right to publish reports and marketing materials based on such de-identified data. Subject to the preceding sentence, Getinge will not sell or disclose the Customer's patient data or aggregated patient data to a third party for exploitation or commercialization by such third party (or other parties) without the Customer's prior written consent.

c) The Customer is responsible for: (i) content development, operation, maintenance, and use of such Customer Data; (ii) ensuring that the Customer Data and Customer's, Users' and Getinge's use of the Customer Data will not infringe the Intellectual Property or other rights of any third party or violate any applicable laws; and (iii) taking appropriate action to secure, protect and backup Customer's and Users' accounts and the Customer Data in a manner that will provide appropriate security and protection, which might include use of encryption to protect the Customer Data from unauthorized access and routinely archiving the Customer Data. For the avoidance of doubt, the foregoing only applies to such Customer Data which is within the control of the Customer.

### 5. WARRANTIES AND INDEMNIFICATION

1. Except for the explicit warranties set out herein, Getinge provides the SaaS on an "as is" basis without warranty of any kind, either expressed or implied, including, without limitation, warranties that the SaaS is free from defects, merchantable, fit for a particular purpose or non-infringing.

a) Getinge undertakes to indemnify and hold Customer harmless from and against any liability to a third party arising from a claim that Customer's use of the SaaS infringes upon such third party's Intellectual Property. This undertaking shall only apply provided that Customer without delay (i) notifies Getinge in writing regarding the asserted claim; (ii) gives Getinge the sole right to determine the defence against such action; (iii) acts in accordance with Getinge's instructions; and (iv) provides Getinge with any assistance as may be reasonably requested by Getinge. Furthermore, Getinge's obligation to indemnify the Customer as set out above, shall not apply if the SaaS has not been used in accordance with the Agreement including the SaaS Documentation.

b) If Getinge reasonably determines, or any third party alleges, that the use of the SaaS by the Customer in accordance with the Agreement infringes any third party's Intellectual Property, Getinge may at its own cost and expense; (i) modify the SaaS in such a way that it no longer infringe the relevant Intellectual Property; or (ii) procure for the Customer the right to use the SaaS in accordance with the Agreement; or (iii) terminate the Agreement regarding the SaaS by written notice to the Customer if such alleged infringement cannot be remedied on commercially reasonable terms.

c) Customer agrees to indemnify, defend and hold harmless Getinge from and against any and all costs, losses, expenses, damages, claims, liabilities or fines, including, but not limited to, reasonable attorneys' fees and court costs, resulting from or arising in connection to any breach against this Part III of these GTC.

## 6. UPDATES AND CHANGES

a) Getinge reserves the right to at any time update or change the SaaS as well as the terms in Part III - SAAS TERMS AND CONDITIONS of these GTC, including the data processing agreement. In the event of material changes the Customer is given a reasonable notice prior to the change taking effect. Material changes will become effective on the date set forth in the notice, and all changes will become effective upon Customer being notified of such change.

## 7. TERM AND TERMINATION

a) The Subscription Term shall initially last for one (1) year and shall thereafter be automatically prolonged for periods of one (1) year each time unless terminated by either Party in writing at least three (3) months before the expiry of the initial period or any extension thereof.

b) In addition to the right of termination set out in Part I - Section 7 above, Getinge may terminate the provision of the SaaS as set out in Part III - Section 1) i).

## 8. EFFECTS OF TERMINATION

a) Upon termination of the SaaS, for whatever reason, all rights of use conferred upon Customer under the Agreement shall cease and Customer shall immediately cease all use of the SaaS. The Parties shall return or destroy all Confidential Information of the other party and any and all derivatives thereof.

## APPENDIX I – GETINGE GTC DEFINITIONS

In all the four (4) parts of these GTC the definitions below shall apply as defined herein:

**“Affiliate”** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, “control” means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.

**“Business Day”** means any day other than a Saturday, Sunday or any day which is a federal legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close in the country in where Getinge is located.

**“Commercial Proposal”** means the commercial proposal prepared by Getinge and issued to the Customer.

**“Confidential Information”** means any information disclosed in writing, orally, electronically or in any other form (tangible or intangible) that is confidential or proprietary in nature concerning the other Party and/or its Affiliates, including, without limitation, any details of its business, affairs, customers, clients, suppliers, plans, strategy or products (either existing or under development), however excluding any information which (i) is or becomes common knowledge otherwise than as a result of a breach of the Agreement; (ii) the disclosing Party can show was in its possession before receiving such information from the other Party in connection with the Agreement; (iii) a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof; (iv) a Party is legally obliged to provide under compulsory law, any court order or by order of another authority of competent jurisdiction, or (v) information which a Party is obliged to provide and/or disclose according to applicable marketplace rules.

**“Consumables”** means the disposable supplies or consumable products which Getinge is to supply in accordance with this Agreement.

**“Connected Goods”** means any Goods which could be connected to Getinge’s SaaS.

**“Customer”** means the person or entity who accepts the Commercial Proposal of Getinge for the sale of the Goods, Services and/or SaaS, or whose order of these is accepted by Getinge.

**“Customer Data”** means all information and data (including personal data) provided by, or on behalf of the Customer and/or the Users in the SaaS, and any such information and data generated by or through the SaaS in connection to the usage of it by the Customer.

**“Customer Systems”** means modems, servers, devices, software, network and equipment and ancillary services that are owned, controlled or procured by Customer, excluding all systems and services procured from Getinge.

**“Delivery Location”** means the location specified in the Commercial Proposal to which Getinge shall procure the delivery of the Goods.

**“Documentation”** means any human readable documentation in hard copy or electronic form such as any manuals, instructions, user guides, technical information and other documentation for the use, operation, maintenance, reproduction, and modification of the Software which are applicable from time to time provided by Getinge.

**“Embedded Software”** means a Software embedded in, loaded on, or otherwise associated with (however excluding Standalone Software) the purchased Goods.

**“Equipment”** means the equipment for the biopharmaceutical, chemical, food and beverage industries and academic sector, which Getinge is to supply and install in accordance with the Commercial Proposal and the Agreement.

**“Force Majeure”** means any event outside the reasonable control of either Party and shall include, without limitation, war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, or Acts of God.

**“Getinge Online”** means a SaaS provided by Getinge with the purpose of enhancing device usage by Customer through connection with one or more of the Customer’s Connected Goods and servicing, maintenance and support services provided by Getinge for Customer’s benefit.

**“Goods”** means the goods (including any instalment of the goods or any parts for them) which Getinge is to supply in accordance with this Agreement and shall include, where the context so requires, Consumables, Equipment, Instrument, System, and/or Software.

**“Goods Warranty Period”** means the period which begins on the Goods delivery date to the Delivery Location and ends one (1) year after the delivery date; or, in the case of Consumable, ends the earlier of: (i) one (1) year after the delivery date; or (ii) the expiration of the shelf life of such Consumable. If the Goods delivered are devices Getinge or its contractors installs at the Customer site, the warranty period starts at the time of completion of installation, but in no event later than two (2) months after delivery.

**"GTC"** means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Getinge.

**"Intellectual Property"** means patents, patent applications, designs, Inventions (as hereinafter defined), invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, data bases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

**"Invention"** means any new device, design, product, computer program, article, method, process, or improvement or alteration thereon, whether or not patentable, copyrightable, and protectable under any applicable mask works law, protectable as a trade secret or protectable under any similar law.

**"Object to Be Serviced"** means any object on which the Services are to be performed, including, but not limited to, Goods.

**"Price"** means the price for the Goods determined in accordance with the Commercial Proposal and "Prices" shall be interpreted accordingly.

**"Representatives"** means Getinge and Customer's respective employees, agents, consultants, officers, subcontractors and Affiliates.

**"SaaS"** means any software-as-a-service provided by Getinge including but not limited to Getinge Online.

**"SaaS Documentation"** means the user guide, specifications and other documentation of the SaaS which are applicable from time to time and accessible in the SaaS.

**"Services"** means the repairs, corrective and preventative maintenance, relocations, retrofits, upgrades, installations, calibrations and validation services, together with any spare parts utilized in connection with the foregoing, in connection with Goods, also Software upgrades and updates.

**"Services Warranty Period"** means the period which begins on the day of completion of performance of the Services and ends ninety (90) days after the installation or such longer period as may be specified by Getinge to Customer in Writing in the Commercial Proposal.

**"Software"** means any software, library, utility, tool or other computer or program code in object code form provided by Getinge, (including both Embedded Software, Standalone Software and firmware) to implement a specified functionality but excludes operating systems, networking software, standard database packages, standard peripheral interface software and any third-party software.

**"Specification"** means the description of the Goods and Services and attached to the Commercial Proposal or otherwise provided to the Customer by Getinge in Writing.

**"Standalone Software"** means a Software provided stand-alone from any Goods.

**"Subscription Term"** means the subscription period for which the Customer is granted access to the SaaS, commencing on the date Getinge grants access to the Customer and lasts, if not otherwise stated in the Commercial Proposal, during the period set out in Part III - Section 3) a) of these GTC.

**"System"** means Goods which includes the physical equipment Getinge is to supply in accordance with this Agreement together

with (to the extent applicable) the Software and any other deliverables specified in the Commercial Proposal.

**"Term"** means the period beginning on Customer's unqualified acceptance of these GTC, through the earlier of: (i) the time period set forth in the Commercial Proposal or as set forth in the key code if Getinge is licensing a Software.

**"Users"** means the employees of the Customer or other persons under Customer's control that are appointed by the Customer as authorized users of the SaaS in line with the procedure described in the SaaS Documentation.

**"Writing"** means any written communication by letter or by e-mail.

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