

GE HEALTHCARE
STANDARD SOFTWARE END-USER LICENSE AGREEMENT
FOR LIFE SCIENCES SOFTWARE PRODUCTS

IMPORTANT-PLEASE READ CAREFULLY

THIS IS THE LICENSE AGREEMENT THAT END-USER IS REQUIRED TO ACCEPT BEFORE INSTALLING AND USING GE HEALTHCARE SOFTWARE. CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT BEFORE EITHER (A) OPENING THE SEALED PACKAGE CONTAINING THIS SOFTWARE AND/OR (B) PROCEEDING WITH THE DOWNLOADING AND/OR INSTALLATION OF OR USING THIS SOFTWARE. OPENING THE SEALED PACKAGE CONTAINING THE SOFTWARE INDICATES END-USER'S ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AS DOES CLICKING THE APPLICABLE "I ACCEPT" OR EQUIVALENT BUTTON CONTAINED IN THE SOFTWARE. END-USER IS NOT PERMITTED TO DOWNLOAD AND/OR INSTALL AND/OR USE THIS SOFTWARE UNTIL END-USER HAS AGREED TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. BY ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU ALSO REPRESENT AND WARRANT THAT END-USER IS DULY AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF END-USER AS YOUR EMPLOYER. IF END-USER DOES NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND CHOOSES NOT TO OPEN THE SEALED PACKAGE AND/OR INSTALL THIS SOFTWARE, END-USER MAY OBTAIN A REFUND OF THE AMOUNT PAID FOR THIS LICENSE BY PROMPTLY RETURNING THIS SOFTWARE AND ITS PACKAGING IN UNMODIFIED FORM TOGETHER WITH WRITTEN CERTIFICATION THAT THE ORIGINAL SOFTWARE HAS BEEN RETURNED AND NO COPIES MADE, TO THE GE HEALTHCARE COMPANY THAT PROVIDED THE SOFTWARE TO END-USER NO LATER THAN 14 DAYS FROM END-USER'S RECEIPT OF THE SOFTWARE. NO REFUNDS WILL BE GIVEN FOR PRODUCTS THAT ARE OPENED OR ARE MISSING COMPONENTS CONTAINED THEREIN.

1. SOFTWARE LICENSE AGREEMENT

This is a legal agreement between the end user ("End-User") of this software product (the "Software") and the GE Healthcare group company ("GEHC") supplying the Software to End-User. Third party suppliers whose software has been incorporated into this Software are direct and intended beneficiaries of this Software License Agreement.

2. GRANT OF LICENSE FOR SOFTWARE

Subject to payment of any agreed fees, GEHC grants End-User a non-exclusive, non-transferable royalty-free license to use the Software on a single computer, unless otherwise agreed. If a multi-user license is agreed, End-User may use the Software on a number of computers corresponding to the number of licenses End-User has purchased. If the computer is attached to a network then End-User is responsible to make sure that the Software may only be used by a number of concurrent users that corresponds to the number of licenses End-User has purchased.

3. COPYRIGHT

The Software is owned/exclusively licensed by GEHC and is protected by copyright laws of United States and other countries and by international treaty provisions. Title to the Software (including, but not limited to originals, translations, compilations and partial copies, if any, and any intellectual property rights therein) shall not pass to End-User. End-User may not copy the written materials that accompany the Software.

4. RESTRICTIONS

End-User may not rent, lease, or sell the Software. End-User may not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt: (i) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software; or (ii) to derive the source code or the underlying ideas, algorithms, structure or organization from the Software (except to the extent that such activities may not be prohibited under applicable law). The Software is provided with Restricted Rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1), and (2) of Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable.

5. BACKUP

Except for one back-up copy, you may not make copies of the Software for any purpose unless authorized in writing by GEHC. If authorized to make copies, End-User must mark such copies "COPY" and include a copy of this Software End-User License Agreement. End-User must reproduce proprietary notices on any copies of the Software. End-User is solely responsible to maintain relevant back-up procedure and GEHC shall not be liable for any loss of data.

6. LIMITED WARRANTY

GEHC warrants that for a period of ninety days (90) days from the date of receipt (the "Warranty Period"), that the media on which the Software resides will be free from defects in materials and workmanship under normal use. In the event that a nonconformity to the foregoing warranty appears during the Warranty Period, End-User must provide GEHC with written notice of the claimed nonconformity. GEHC shall, at its sole option, either: (1) use its commercially reasonable efforts to cure said nonconformity within a reasonable period of time; or (2) replace End-User's copy of the Software with another copy of Software; or (3) refund the fees End-User has paid to license the Software. This shall be End-User's sole and exclusive remedy.

7. DISCLAIMER/NO OTHER WARRANTIES

None of the foregoing warranties shall apply if: (1) End-User's computer malfunctioned and the malfunction caused the nonconformity; or (2) any

other cause within End-User's control caused the malfunction. GEHC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES END-USER SPECIFIC LEGAL RIGHTS. END-USER MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. No agent, employee, or representative of GEHC has any authority to bind GEHC to any affirmation, representation, or warranty concerning the Software; and any affirmation, representation, or warranty made by any agent, employee, or representative shall not be enforceable by End-User.

8. NO LIABILITY FOR DAMAGES

IN NO EVENT WILL GEHC OR ITS SUPPLIERS BE LIABLE (WHETHER IN TORT OR CONTRACT INCLUDING BREACH OF WARRANTY) FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS, OR OTHER PECUNIARY LOSS) ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF GEHC HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

9. GENERAL PROVISIONS

The limitations of liability and ownership rights of GEHC contained herein and End-User's obligations following termination of this Agreement shall survive the termination of this Agreement for any reason.

End-User may not sublicense, assign, share, pledge, rent or transfer any of its rights under this Agreement in relation to the Software or any portion thereof including documentation. GEHC may assign this agreement to any third party in its absolute discretion.

No amendments or modifications may be made to this Agreement except in writing signed by both parties.

If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.

The Agreement shall be governed by and construed in accordance with the substantive laws of the country where GEHC's principal or registered office is situated and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country.

END