

Standard Terms and Conditions

The Disposable Products listed in this Agreement are offered by Philips ("Philips") only under the terms and conditions described below (the "Standard Terms and Conditions").

1. Prices; Taxes

The purchase price stated in this Agreement does not include applicable sales, excise, use, other taxes, or government surcharges in effect or later levied. Customer shall provide Philips with appropriate exemption certificate reasonably in advance of the date the Disposable Products are available for delivery, otherwise, Philips shall invoice Customer for those taxes, as well as any government surcharges, and Customer shall pay those taxes in accordance with the terms of the invoice. Government surcharges are non-exempt under law. Customer is defined as a legal entity its affiliates and or subsidiaries who purchase Disposable Products(s) and take title of the purchased Disposable Products(s) from Philips.

2. Payment Terms

- 2.1. Customer must issue a purchase order for the purchase of Disposable Products. Unless otherwise specified under consignment, Philips will issue an invoice upon shipment of Disposable Products to Customer. Customer will pay such invoice in U.S. dollars in full for each Disposable Products net thirty (30) days from Philips' invoice date.
- 2.2. Philips may make partial or early shipments and Customer shall pay such invoice based on the date of invoice for each Disposable Products in accordance with the payment terms set forth in this Agreement.
- 2.3. Orders are subject to Philips' on-going credit review and approval.
- 2.4. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the Disposable Products, upon five (5) business days' notice, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the Agreement following a Customer default or Disposable Products cancellation under an order arising from the Agreement, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
- 2.5. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.
- 2.6. If the Agreement indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

3. Security Interest

Philips may file a financing statement for such security interest and Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the Disposable Products.

4. Shipment and Risk of Loss

- 4.1. Shipping charges will be prepaid by Philips and invoiced. Disposable Product sales are made F.O.B. Philips' manufacturing facility, and title and risk of loss passes to Customer at the time of Philips' delivery to the carrier.
- 4.2. Disposable Products provided on a consignment basis in accordance with the Consignment Exhibit are shipped F.O.B. destination and risk of loss, but not title, passes to Customer at the time of delivery to Customer.

5. Returns

- 5.1. Prior approval by Philips is required to return Disposable Products for credit or exchange. Such approval may be requested by contacting Philips Customer Service as specified on the attached Contact Information sheet.
- 5.2. Disposable Products may be returned due to: (i) damage prior to receipt by Customer or failure to conform to the specifications, in which case, Philips shall credit Customer for the amount of the return shipping fees; (ii) incorrect Disposable Product(s) received, in which case Philips will issue a call tag and provide a return shipping label for Disposable Product; or (iii) incorrect Disposable Product(s) ordered, in which case Customer must report such incorrect order to Philips within fifteen (15) days of Customer's receipt of Disposable Product(s).
- 5.3. In the instance of any return, Philips may require a new or revised purchase order for the replacement order. Except in the instance of (i) above, Disposable Products will only be considered for exchange or credit if the item is in its original packaging, with no visible marks or damage, and the sterile packaging remains uncompromised.
- 5.4. No credit or exchange will be issued for items returned in unsaleable condition. Unless otherwise explicitly agreed to in this Agreement or an Exhibit, Philips does not accept returns of excess inventory, for stock rotation, or other exchange programs.
- 5.5. Upon approval of the request to return, which approval will not be unreasonably withheld, Philips will issue a Return Material Authorization (RMA) number. The RMA number must be included on all returned Disposable Product shipping cartons (do not write this number directly on the Disposable Products package).

6. Disposable Product Warranty

- 6.1. Philips warrants that at the time of shipment, Disposable Products will: (i) comply with the U.S. Federal Food, Drug and Cosmetic Act, if applicable; (ii) have been manufactured, packaged, and stored in compliance with applicable laws, governmental regulations and good manufacturing practices ("GMP"); (iii) be free from defects in material and workmanship when used by the stated "Use By" or "Expiration" date and when package is unopened and undamaged immediately before use.
- 6.2. Customer's sole remedy under this warranty is, at Philips' option and expense, the replacement of Disposable Products or credit of the purchase price.
- 6.3. Philips' obligation under this limited warranty is subject to Customer's compliance with Philips' then-current Return Material Authorization procedures.
- 6.4. The foregoing warranty does not apply to Disposable Products that are or have been: (i) expired; (ii) repaired, altered, modified or reprocessed except by or under the authorization of Philips, (iii) not used or stored in accordance with the instructions for use supplied by Philips; or (iv) subjected to misuse, negligence or to an accident.

EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS MAKES NO, AND EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS DISPOSABLE PRODUCTS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING,

USAGE OR TRADE. EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS DOES NOT WARRANT THAT PHILIPS' DISPOSABLE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS. THIS LIMITED WARRANTY EXTENDS ONLY TO CUSTOMER.

7. Indemnification

- 7.1. Philips will indemnify and defend Customer against any third party claim, action, or suit against Customer ("Claim"), including judgments, settlements and reasonable attorney's fees resulting from such Claim, to the extent such Claim directly arises from: (i) bodily injury (including death) and (ii) tangible property damage (representing the actual cost to repair or replace physical property damage) and to the extent such injuries or damages under clauses (i) and (ii) are caused by Philips' negligent acts or omissions or by a proven Disposable Products defect in a Philips Disposable Products covered in this Agreement.
- 7.2. Philips will have no indemnity or defense obligation for any Claim that arises from: (i) the negligent act or omission, or willful misconduct of Customer; (ii) Disposable Products that are or have been expired, repaired, altered, modified or reprocessed except by or under authorization from Philips; (iii) Disposable Products not used or stored in accordance with the instructions for use; (iv) Disposable Products that have been modified by Philips in accordance with Customer-provided specifications or instructions; or (v) third party products.
- 7.3. Customer will indemnify and defend Philips against any third party Claim to the extent the Claim directly arises from Section 7.2 (i), (ii), (iii), (iv), or (v) above.
- 7.4. Philips shall indemnify, and defend Customer against any claim that Philips Disposable Product provided in the Agreement infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.
- 7.5. If (a) Philips Disposable Products is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using the Philips Disposable Products pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the Disposable Product; (ii) replace or modify the product to avoid infringement; or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the Disposable Products other than in accordance with the Disposable Products specifications or applicable written product instructions; use of the Disposable Products with any other Disposable Products not sold by Philips to customer and the Philips Disposable Product in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of the product, provided that, Philips makes such current unaltered release available to customer at no additional charge; or use of the Philips Disposable Product after Philips has advised Customer, in writing, to stop use of the Philips product in view of the claimed infringement, provided that, this shall not be a replacement for the remedies set forth under 7.4(i)-(iii). The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.
- 7.6. The obligations of the indemnifying party are conditioned on the following: (a) indemnified party notifies indemnifying party of Claim in writing within thirty (30) days of the indemnified party being made aware of

the Claim; (b) the indemnified party gives indemnifying party sole authority and control of the defense or settlement of the Claim with counsel of the indemnifying party's choice; and (c) indemnified party provides all information and assistance requested by the indemnifying party to handle the defense or settlement of the Claim.

8. Limitation of Liability

8.1. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A DISPOSABLE PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE DISPOSABLE PRODUCTS, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

8.2. THIS LIMITATION SHALL NOT APPLY TO:

8.2.1. THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN DISPOSABLE PRODUCTS DEFECT;

8.2.2. CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN DISPOSABLE PRODUCTS DEFECT;

8.2.3. OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI;

8.2.4. FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES; and,

8.2.5. PHILIPS INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 7 OF THIS AGREEMENT.

9. Disclaimer

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE DISPOSABLE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

10. Confidentiality

Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, and the Agreement and its terms, including the pricing terms under which Customer has agreed to purchase the Disposable Products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information

to perform the transactions contemplated by the Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Standard Terms and Conditions or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

11. Compliance with Laws & Privacy

- 11.1. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by this Agreement, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
- 11.2. It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.
- 11.3. Disposable Products Safety and Other Complaints. Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any services or Disposable Products provided by Philips, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or Disposable Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Philips Disposable Products and services provided by Philips hereunder, unless otherwise required by law.

12. Excluded Provider

As of the date of the sale of this Disposable Products, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Disposable Products provided under these Standard Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Disposable Products and services not yet shipped or rendered prior to a date of exclusion.

13. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law)

Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services or Disposable Products pursuant to these Standard Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Standard Terms and Conditions and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Standard Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Standard Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

14. General Terms

The following additional terms shall be applicable to the purchase of a Disposable Products:

14.1. Force Majeure. Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, epidemics, viral outbreaks, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For the sake of clarity, any supply chain disruption due to COVID-19 shall be considered a force majeure event.

- 14.2. **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 14.3. **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by this Agreement without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect. Notwithstanding the foregoing, either party shall be entitled to assign this Agreement, without the prior consent of the other party, to a (i) purchaser of a sale of a substantial amount of their assets to which this Agreement relates or to a (ii) different affiliated legal entity of a party to this Agreement or their parent company to support an internal reorganization of the assets of such party or such party's parent corporate legal entity; provided that, the assignee assumes all liabilities and obligations of the assignor and the assignor is not in breach of its payment obligations under this Agreement prior to such assignment.
- 14.4. **Governing Law.** All transactions contemplated by this Agreement shall be governed by the laws of the state where the Customer is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act (UCITA), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
- 14.5. **Entire Agreement.** These Standard Terms and Conditions, constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by this Agreement, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by this Agreement. The pricing in the Agreement is based upon the Standard Terms and Conditions in the Agreement. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by this Agreement.
- 14.6. **Headings.** The headings in this Agreement are intended for convenience only and shall not be used to interpret this Agreement. The validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.
- 14.7. **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth herein: 9965 Federal Drive Colorado Springs, CO 80921, or via email to igt.d.salescontracts@philips.com.
- 14.8. **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar Disposable Products or services shall not serve as references in interpreting the Standard Terms and Conditions of this Agreement.
- 14.9. **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset

in connection with the Standard Terms and Conditions in this Agreement or in connection with any other agreement, contract, or account with Philips.

14.10. Additional Terms. Disposable Products Specific exhibits are incorporated herein as they apply to the Disposable Products listed in the Agreement and their additional terms shall apply solely to Customer's purchase of the Disposable Products specified therein. If any terms set forth in a Disposable Products specific exhibit conflict with terms set forth in these Standard Terms and Conditions, the terms set forth in the Disposable Products specific exhibit(s) shall govern.

14.11. Discounts. The parties acknowledge that the prices under this Agreement may reflect discounts, rebates, or other reductions in price (collectively, "discounts"), and it is their intention that such discounts shall be administered consistent with the discount exception to the federal anti-kickback statute (42 USC 1320a-7b(B)(3)(A)) and the related regulatory discount safe harbor (42 CFR 1001.952(h)). Philips will reflect when a discount applies on invoices or alternative documents, and Customer may request additional documentation of purchases and discounts hereunder as necessary to facilitate appropriate reporting. To the extent and as required by applicable law, regulations, or other contractual obligations, it is Customer's responsibility to appropriately report or reflect such discounts, including any bundled discounts, on cost reports or claims submitted to third party payors, including but not limited to federal or state health care programs. Further, Customer will retain documentation provided by Philips relating to purchases and discounts hereunder and make it available to federal or state health care program representatives upon request.

15. Delivery

Philips will use commercially reasonable efforts to ship the Disposable Products to the Customer (a) by the mutually agreed upon shipment date; or (b) as otherwise agreed in writing. Philips will ship the Disposable Products according to Philips' standard commercial practices. Philips may make partial shipments.

16. Resale

Customer represents and warrants that the Disposable Products are being acquired solely for the Customer's own use at the Customer facility(ies) listed herein. Customer shall not resell the Disposable Products.

17. Analysis and Reverse Engineering Prohibited

Company agrees not to analyze for composition, software, internal elements, structure or reverse engineer or transfer to any third party for analysis, reverse engineering, or any other purpose, any Disposable Products without the express prior written consent of Philips.

18. Termination

Either party may terminate this Agreement for convenience upon thirty (30)-days' written notice to the other party. Philips may also terminate this Agreement upon Customer's material breach of this Agreement, in which case, Philips shall notify Customer in writing, identifying the breach, and Customer will have fifteen (15) days following such notice to remedy the breach. If the Customer fails to remedy the breach during that period, Philips may by written notice terminate this Agreement.