

RESALE TERMS

Distributor has advised Spacelabs Healthcare, Inc., ("Spacelabs") that it intends to resell Spacelabs products (the "Products") to a third party end user (the "Customer"). Such resale is governed by the terms of this agreement.

1. **Terms and Conditions.** Distributor agrees and accepts that the sale to Distributor and resale to the Customer are subject to the terms of this Resale Certificate and Spacelabs Healthcare's Standard Terms of Sale, available on the About Us/Terms/Policies page of our website: <http://www.spacelabshealthcare.com>. The Terms of Sale are incorporated herein by this reference. As regards the sale to Distributor by Spacelabs, the term "Customer" in the Terms of Sale means Distributor. Distributor shall ensure that the Software License, Warranty, and Liability provisions set forth in the Terms of Sale are made a part of the agreement between Distributor and Customer. In the event of conflict between the terms of this Resale Certificate and the Terms of Sale, the terms of this Resale Certificate control.

2. **Indemnification.** Distributor shall defend, indemnify and hold Spacelabs harmless from and against any claim, demand, action, proceeding, investigation, loss, liability, cost and expense, including, without limitation, attorneys' fees incurred in connection therewith, suffered or incurred by Spacelabs or its affiliates and arising out of the resale of the Products to the Customer, provision service by Distributor, or related to any misrepresentation by Distributor or any enlargement by Distributor of Spacelabs' warranties, express or implied, for Products.

3. **Responsibility for Order.** Distributor's acceptance of an order from Customer shall be Distributor's responsibility; Distributor's payment obligations to Spacelabs are not conditioned on Distributor receiving payments from Customer.

4. **Relationship of the Parties.** Distributor is not and shall not be deemed a partner, agent, representative or joint venture of Spacelabs. Distributor has no authority to assume or create any obligation for or on behalf of Spacelabs, express or implied, with respect to the Products or otherwise.

5. **Compliance with Laws and Regulations.**

5.1. **Compliance with Laws**

5.1.1. **Generally.** Distributor will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction over Distributor.

5.1.2. **Export Laws.** Distributor acknowledges that its export and re-export of Products is subject to compliance with the Export Administration Act, the regulations of the U.S. Department of Commerce and other export controls of the United States of America as amended from time to time, and the Export Control Act 2002, the Export Control Order 2008, EU Regulation 428/2009 and the Customs and Excise Management Act 1979 and other export controls as amended from time to time (the "Export Laws"). Distributor acknowledges that it has read and is fully familiar with the Export Laws and covenants that it will keep itself apprised of any new developments in such laws. Distributor will complete, sign and deliver all documents necessary to facilitate the issuance of export licenses required for the delivery, export and re-export of Products and related technical data and documentation. Distributor will not export or re-export any Products, Software, technical data, or documentation associated with Products (including, but not limited to, processes, services, data, and reports) derived from the use of Products to any country or person to which export or re-export of such items is prohibited by the Export Laws without first obtaining the written permission of Spacelabs and from the applicable government, if required.

5.1.3. **Anti-Bribery Laws.** Distributor acknowledges that its activities under this Agreement are subject to the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act 2010, each as may be amended from time to time. Concurrently with its execution of this Agreement, Distributor will review, complete and execute Spacelabs' most current form of

Anti-Corruption Compliance Agreement (“ACC Agreement”). This Agreement will not become effective unless and until both Spacelabs and Distributor have executed an ACC Agreement. From time to time hereafter, Spacelabs may require that Distributor complete and sign an updated ACC Agreement. Any breach by Distributor of an ACC Agreement will constitute a material breach of this Agreement.

5.2. **Compliance with Quality and Regulatory Requirements.**

- 5.2.1. **Product and Labeling Modifications.** Distributor will not modify or alter a Product, including changes to a Product’s intended use, packaging, or labeling, in any way except as set forth in this Agreement. Distributor will: (i) label/affix to the Products (and all related Product documentation) all signs, instructions and warnings required by the laws of the Territory; (ii) obtain registrations, licenses, permits and other forms of approvals that may be required by authorities in the Territory for the marketing, sale, installation, service and use of Products; and (iii) if required by the laws of the Territory, register this Agreement with appropriate governmental authorities in the Territory. Distributor will inform Spacelabs of all such requirements and will provide Spacelabs with a copy of any Product registration or licensing authorization it obtains. All registrations and/or approvals will be obtained by Distributor on behalf of Spacelabs and will be in the name of Spacelabs unless prohibited by local law. Upon termination of this Agreement, the registrations and/or approvals will remain in Spacelabs’ name, possession, and use without the payment of any fees or royalties to Distributor. Distributor will take all actions necessary to transfer such registrations and/or approvals to Spacelabs or its designee.
- 5.2.2. **Resale of Products.** Prior to reselling the Products to Customers, Distributor will ensure that: (i) if applicable to the Product, the Product has received appropriate regulatory clearance for the country in which it will be sold and has a correct declaration of conformity; (ii) the Product is accompanied where required by law with instructions for use in the language of the country where it will be sold and; (iii) Spacelabs has included on the Product, Product packaging, or Product documentation its name, registered place of business, and the address at which it can be contacted; (iv) the Product, where applicable, has a Unique Device Identification assigned by Spacelabs; (v) Product information, where required, has been submitted to the necessary electronic device identification database, and Product information has been verified as correct; and (vi) if applicable, for imported Product, the Distributor has included on the Product, Product packaging, or Product documentation its name, registered place of business, and the address at which it can be contacted.
- 5.2.3. **Regulatory Issues.** If Distributor believes that a Product is not in conformity with applicable regulations, Distributor shall immediately notify Spacelabs, and where applicable Spacelabs’ authorized representative, and not resell the Product to Customers until Spacelabs has brought it into conformity.
- 5.2.4. **Inspections and Provision of Records.** Spacelabs, Spacelabs’ authorized representative, and the regulatory authorities will have the right to inspect Distributor’s records upon reasonable notice, and the Distributor will make the records and any other requested information available upon request.
- 5.2.5. **Storage and Shipment of Products.** Distributor is responsible for holding and storing the Products according to the specifications, labeling, and recommended shelf life for such Products, and for ensuring that shipment of the Products does not affect their safety and compliance with the regulations.
- 5.2.6. **Records.**
- 5.2.6.1. Distributor will maintain records for each Product sold of the Customer name, address, telephone and contact person, Product model number, options, serial number (if applicable), Software version (if applicable) and date of shipment records

so that, if necessary for tracing or recall purposes, the end-user purchaser of a Product and the Software version thereof can be identified.

5.2.6.2. Distributor will fully document all installations as well as all maintenance and repair services performed in connection with the Products. Such reports will, at a minimum, contain the following: (i) Customer name and location; (ii) serial number (if applicable); (iii) a description of the installation, maintenance or repair (as applicable); (iv) the date the work was performed; (v) the names of the technician(s) that performed the work; and (vi) with respect to repairs, how and when the problem was resolved.

5.2.6.3. Distributor shall keep records of Product complaints, non-conforming Products, and Product recalls and withdrawals.

5.2.6.4. Distributor will retain the records referred to in this Section 1.2.6 for a minimum of 10 years from the date of product sale or service performance, as applicable.

5.2.7. **Complaints and Corrective Actions.**

5.2.7.1. As promptly as possible, but no later than five business days from receipt thereof, Distributor will forward to Spacelabs and, where applicable, to Spacelabs' authorized representative and the regulatory authorities, any complaints received relating to a Product, including, without limitation, complaints regarding Product failure, reliability, or dissatisfaction with performance (each a "Product Issue"). If it appears the Product may have contributed to a death or injury, there is a Product malfunction that could contribute to death or injury, or a Customer expresses concern about patient safety, then Distributor will notify Spacelabs as soon as possible, and will use its best efforts to give such notice orally within twenty-four (24) hours from the receipt of such complaint or becoming aware of such Product Issue, with confirmation of such oral notice by email or telefax within 24 hours. Additionally, Distributor will inform appropriate regulatory authorities in the Territory.

5.2.7.2. Distributor will fully cooperate with Spacelabs, Spacelabs' authorized representative, and the regulatory authorities in relation to Spacelabs' investigation of any such complaints and/or incidents. In the event Spacelabs should be required or voluntarily decide to initiate any preventive or corrective action, such as a Product shipment hold, notification, field correction, or recall, Distributor agrees to cooperate fully with Spacelabs and to complete any preventive or corrective action in accordance with the directions provided and within the time frames specified by Spacelabs.

5.2.7.3. Where applicable, Distributor shall provide free samples of the Product or, where that is impracticable, grant access to the Product, upon request of a regulatory authority.