

US SPACELABS SERVICE DESCRIPTIONS

U.S. BASED TECHNICAL SUPPORT

	<p>8x5 Telephone Support. Company shall, 8 hours a day, five days a week, provide reasonable telephone support in the operation, planned maintenance and corrective maintenance of Equipment covered by the Agreement. Company does not warrant that telephone support alone will be sufficient to resolve Equipment issues.</p>
	<p>24x7 Telephone Support. Company shall, 24 hours a day, seven days a week, provide reasonable telephone support in the operation, planned maintenance and corrective maintenance of Equipment covered by the Agreement. Company does not warrant that telephone support alone will be sufficient to resolve Equipment issues.</p>
	<p>24x7 Access To IT Product Specialists. Company product specialists shall, 24 hours a day, seven days a week, provide enhanced telephone support for the corrective maintenance of IT Equipment covered by the Agreement. Company does not warrant that telephone support alone will be sufficient to resolve Equipment issues.</p>
	<p>Remote Diagnostics Support. Company shall, subject to all necessary software, hardware and phone lines being installed at Customer's site, provide reasonable remote electronic (dial up, VPN, tunnel) support in the corrective maintenance of the Equipment. Company does not warrant that telephone support alone will be sufficient to resolve Equipment issues.</p>

PREVENTATIVE MAINTENANCE

	<p>Discount for On-site Preventive Maintenance Coverage. Company shall provide the agreed upon discount from the customer's normal list price for any travel, accommodation or labor requested to complete the manufacturer's recommended maintenance of the Equipment. On each such service, Company will service the Equipment in accordance with the manufacturer's then current Maintenance Guide for such equipment.</p>
	<p>Discount for Preventative Maintenance Parts used by Field Service Engineer. Company shall provide the agreed upon discount from the customer's normal list price for any replacement Spare Part required to complete planned maintenance recommended by the Equipment manufacturer. Such replacement Spare Part shall have equivalent function and performance as the original Spare Part, when new. Company reserves the right to use a refurbished part as a replacement Spare Part.</p> <p>"Spare Part(s)" mean replaceable spare parts used in the Equipment and listed in the Company Spare Parts Price List. Spare Parts do not include disposable or user parts that must be routinely replaced, items listed in the Supplies & Accessories Price List, or computer products or peripheral devices not manufactured by Company or produced on Company's behalf. Any original Spare Part for which Company has supplied a replacement Spare Part shall become the property of Company.</p>

CORRECTIVE MAINTENANCE

	<p>08:30AM – 05:00PM On-site Corrective Maintenance Coverage. Company shall, upon Customer's request and within the above hours local time, provide any travel, accommodation or labor required to complete, at Customer's site, required corrective maintenance. Customer agrees to promptly notify Company in writing or by phone of any Equipment failure which may require corrective maintenance for non depot-repair only items (e.g. Flat Screen Displays, Telemetry Transmitters and ABP/Holter Recorders).</p>
	<p>24x7 On-site Corrective Maintenance Coverage. Company shall, upon Customer's request, 24 hours a day, seven days a week, provide any travel, accommodation or labor required to complete at Customer's site any corrective maintenance required. Customer agrees to promptly notify Company in writing or by phone of any Equipment failure which may require corrective maintenance for non depot-repair only items.</p>
	<p>Return To Depot Corrective Maintenance Coverage. Company shall, upon Customer's request and within Company's normal working hours, provide at Company's site any labor needed to complete required corrective maintenance. Customer agrees to promptly notify Company in writing or by phone of any Equipment failure which may require corrective maintenance and secure an RMA number to facilitate the Equipment's return. Customer shall be responsible for all freight and insurance charges in shipping the Equipment to Company; Company shall pay all return shipment costs.</p>
	<p>Corrective Maintenance Repair Parts Coverage. Company shall, upon Customer's request and within 08:30AM – 05:00PM local time (or 24x7 if agreement includes 24x7 On-site Corrective Maintenance Coverage) provide any replacement Spare Part needed to for corrective maintenance. Such replacement Spare Part shall have equivalent function and performance as the original Spare Part, when new. Company reserves the right to use a refurbished part as a replacement Spare Part.</p> <p>"Spare Part(s)" mean replaceable spare parts used in the Equipment and listed in the Company Spare Parts Price List. Spare Parts do not include disposable or user parts that must be routinely replaced, items listed in the Supplies & Accessories Price List, or computer products or peripheral devices not</p>

	<p>manufactured by Company or produced on Company's behalf. Any original Spare Part for which Company has supplied a replacement Spare Part shall become the property of Company.</p> <ul style="list-style-type: none"> • If Agreement does not include a "Corrective Maintenance On-site Coverage" Option the following requirements shall also apply: <p>Customer shall determine, at its own direction, whether Equipment requires a Spare Part and which Spare Part is required. Company will ship a replacement Spare Part to Customer as Company's expense and soon as possible, usually within one (1) working day after Company receives a written request from Customer for a replacement Spare Part. Unless expressly agreed otherwise, such replacement Spare Part shall be delivered by Company FOB point of shipment. Title to and risk of loss of the replacement Spare Part shall pass to Customer at point of shipment. Company will incorporate into such replacement Spare Part all mandatory hardware and software changes that have gone into effect with respect to such Spare Part since the original Spare Part was installed by manufacturer. Customer is responsible for proper installation of such replacement Spare Part into the Equipment. Customer shall remove the original Spare Part and return it within thirty days to Company's repair facility at Customer's cost, properly packed and, in the case of printed circuit boards, sealed in anti-static bags. Any original Spare Part that is not properly packaged or shows evidence of unauthorized repair will be returned to Customer at Customer's expense, and Customer will be invoiced at the full list price for the replacement Spare Part.</p> <p>Certain Spare Parts have programmed devices ("EPROMs") that determine the operational features of the Equipment in which they are used. Replacement Spare Parts will be shipped with EPROMs containing the minimum feature set offered for the Equipment they go into. If Customer has purchased other than the minimum feature set it is Customer's responsibility to remove the EPROMs from the original Spare Part prior to shipment to Company and replace the EPROMs in the Replacement Spare Part</p> <p>Company may terminate this Agreement immediately upon notice to Customer without opportunity for cure if Customer returns as an original Spare Part a Spare Part which was removed from equipment not covered by this Agreement.</p>
	<p>Priority Loan Equipment. Company shall, within the limits of equipment availability, use reasonable efforts to satisfy Customer's requests for loan equipment, prior to requests from customers not covered by a similar service plan.</p>

SOFTWARE SUPPORT

	<p>Safety Updates. Company shall provide any travel, accommodation, labor and Software required to complete, at Customer's site between the hours of 8:30 a.m. and 5:00 p.m. local time, any Updates which Company determines are required to maintain safe Equipment operation. Company shall support the quantity of such Software licensed to Customer as of the date of this Agreement; later obtained additional licensed copies of the Software will be supported only upon further agreement of the parties.</p> <p>"Software" means software and/or firmware which is manufactured by and supplied to Customer by Company. "Update" means all modifications, changes and enhancements which Company elects to incorporate into and make part of the Software and does not separately price or market.</p>
	<p>Annual Performance Enhancing Updates. Company shall, upon Customer's request, provide any travel, accommodation, labor and Software required to complete, at Customer's site and between the hours of 8:30 a.m. and 5:00 p.m. local time, up to one performance enhancing Update per year. Company shall support the quantity of such Software licensed to Customer as of the date of this Agreement; later obtained additional licensed copies of the Software will be supported only upon further agreement of the parties.</p> <p>"Software" means software and/or firmware which is manufactured by and supplied to Customer by Company. "Update" means all modifications, changes and enhancements which Company elects to incorporate into and make part of the Software and does not separately price or market.</p>
	<p>Spacelabs ICS Software Upgrades Company shall, upon Customer's request, provide any travel, accommodation, labor, Software and training required to complete, at Customer's site and between the hours of 8:30 a.m. and 5:00 p.m. local time, up to one performance enhancing Upgrade for Spacelabs ICS Software per year. Additional Hardware required to implement such Upgrades is not included. This support option requires a three year commitment by the Customer; in the event of early termination fees for the full three year period plus 10% administrative charge are due. Company shall support the quantity of such ICS Software licensed to Customer as of the date of this Agreement; later obtained additional licensed copies of the Software will be supported only upon further agreement of the parties.</p> <p>"ICS Software" means the standalone clinical information systems software products sold by Spacelabs, such as Spacelabs' current Intesys Clinical Suite product. "Upgrade" means all modifications, changes and enhancements that add features or functionality to Spacelabs ICS Products that Spacelabs separately</p>

	prices and markets. This includes major Software versions that span generations (i.e. ICS to ICS G2) or major Software version upgrades (ICS v3.x to ICS v4.x).
	Discount on Post Implementation Interface Support. Company shall provide the agreed upon discount from the customer's normal list price for any travel, accommodation or labor required to complete customer requested updates to the interfaces established between Spacelabs' products and peripheral third-party systems.

Subject to Spacelabs Terms and Conditions of Sale