FUJIFILM HEALTHCARE AMERICAS CORPORATION
STANDARD TERMS AND CONDITIONS FOR PURCHASING

These Standard Terms and Conditions for Purchasing (these "Terms and Condition"), the provisions of any document referring to these Terms and Conditions, any attachments hereto, and any samples, drawings or specifications referred to herein, shall collectively constitute a purchase order (this "Purchase Order"). This Purchase Order between FUJIFILM Healthcare Americas Corporation ("HCUS", "us" or "we") and the Seller set forth herein ("you") shall constitute HCUS's offer to purchase from you the products and services ordered on the Purchase Order (the "Products"). We may revoke this offer at any time before your acceptance. Upon acceptance, you agree to sell and deliver Products to us in accordance with this Purchase Order. You shall be deemed to have accepted this offer by sending us a written acknowledgment, by delivering any Product ordered, or by commencement of work on Products to be specially manufactured for us.

We hereby object to and reject the provisions of any acknowledgment, order acceptance or invoice that is inconsistent with or in addition to the provisions of this Purchase Order. These Terms and Conditions, this Purchase Order and its attachments shall be the complete and exclusive contract between you and us with respect to Products and may be modified only in writing signed by each party's authorized representative. No prior proposals, quotations, statements, forecasts, course of dealing or usage of trade will be part of the contract between you and us.

COMMERCIAL TERMS

Price. Price covers the net weight of material, and no extra charges of any kind (including without limitation charges for containers, insurance, packing, crating, storage, handling or cartage, interest charges or service charges) will be allowed. Unless prohibited by law, you will separately indicate on your invoice any sales or similar tax that is required to be imposed on the sale of Products. You warrant that the prices for Products are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities, and that if you reduce your price to another customer for such goods or services prior to delivery to us, you will reduce the price to us in a corresponding manner. If prior to delivery we receive a bona fide offer for similar quantities of the same or similar goods or services at a lower price, you will match this lower price within thirty (30) days of receiving notice of the offer. If you do not match such lower price, you agree to negotiate in good faith on new pricing. If the parties are unable to agree on such new pricing, we may terminate this Purchase Order without incurring any termination charges.

Changes. All quantities ordered are estimates only and may be revised as our requirements change. We may at any time make changes in Product specifications, drawings, designs, delivery dates, shipping instructions or other terms and provisions set forth in this Purchase Order. Such changes will be confirmed in writing signed by our authorized representative. You must notify us within ten (10) days of our notice whether and to what extent such changes will affect price or time of delivery.

Transportation. You agree to ship Products to us using our designated carrier with transportation charges billed directly to us by the carrier. We will not pay premium transportation charges unless authorized by us in writing. You will list any unauthorized charges not otherwise billed to us as a separate line item on your invoice. If you ship Products by an unauthorized method or carrier, you will pay all freight costs. You will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

Title and Risk of Loss. Title and risk of loss will pass to us when Products are delivered to our designated carrier. All shipments shall be F.O.B. place of shipment, when shipped in accordance with the Transportation section above. If you use an unauthorized method or carrier, title will not transfer until HCUS has inspected and accepted such Products as set forth in the Inspection and Rejection section below.

Shipments. You agree to make shipments in the quantities and at the times specified in this Purchase Order. We may, but are not obligated to, accept shipment of Products that are in excess of or less than the quantity ordered or accept or pay for partial performance of any service. Each shipment shall include a packing list which contains the Purchase Order number, Product identification, quantity shipped, date of shipment and such other information as we may require. Unless otherwise expressly stated, time is of the essence. In the event any shipment is not made on the date and in the quantity set forth on this Purchase Order, we may: (i) return to you some or all Products in the shipment at your risk and expense, including without limitation warehouse or handling costs; (ii) purchase substitute products elsewhere and charge you with any resulting loss; or (iii) direct you to make an expedited shipment of additional or replacement Products, with the difference in cost between any expedited routing and the purchase order routing to be paid by you. You agree to notify us immediately if you ever have reason to believe that any Product will not be delivered as ordered, or a shipment will not be made as scheduled.

Inspection and Rejection. Products are subject to our right of inspection and rejection. Our making of any payment to you does not constitute our acceptance of Products and we reserve our right to reject Products with defects. You agree to provide and maintain inspection and process control systems acceptable to us with respect to the manufacture of Products, and you agree to keep and make available complete records of all of your inspection work and process control work for the life of Products as defined by us. We may inspect Products at any place of manufacture during production without waiving our right subsequently to reject or revoke acceptance for undiscovered or latent defects. You agree to furnish, at your expense, facilities and assistance reasonably necessary to ensure the safety and convenience of our personnel. Our failure to inspect and accept or reject Products will not relieve you from any of your obligations. If any Products are found at any time not to conform with the requirements of this Purchase Order, or to be defective in design, material or workmanship, we may, at our option and your expense, require you to inspect Products, and remove, repair or replace all or a portion of the non-conforming Products with conforming Products or, in accordance with our instructions, you shall give us a full credit or refund of the purchase price of the rejected whole or portion of Products. If you fail to do so on a timely basis, we may elect to take one or more of those actions and charge you for all such costs. These rights are in addition to any other rights that we may have under this Purchase Order or applicable law.

Invoices. Your invoices shall contain the Purchase Order number, HCUS item number, invoiced quantity, unit of measure, unit price, total invoice amount, your name, phone number, address and such other information as may be required by this Purchase Order or other written instructions from us.

Payments; Set-Off. If an invoice is issued in accordance with the requirements of this Purchase Order, unless agreed in writing otherwise, we will pay the invoice within sixty (60) calendar days following receipt of both Product and the invoice. Under no circumstances will we pay late fees, interest, carrying or other charges. We may set-off any amount owed to us from you or any of your affiliates against any amount payable at any time by us to you.

Warranty. You represent and warrant that Products will: (i) be owned by you free and clear of all liens, claims or encumbrances; (ii) conform strictly to all express or implied specifications, drawings, plans, instructions, samples or other descriptions; (iii) be fit and sufficient for the purposes for which they were manufactured and sold, and if you know (or have reason to know) of a particular purpose for which we or our customers intend to use Products, will be fit for such particular purpose; (iv) be new and merchantable; and (v) be free from defects in design, material and workmanship, whether latent or otherwise. You represent and warrant that neither Products nor use of Products will infringe any patent, copyright, trade secret, trademark or other property right of a third party. You represent and warrant that any service you may provide will be performed in a competent manner and be fit for any purpose for which you know or have reason to know we or our customers intend to use such service. You agree that these warranties: (x) survive the inspection, acceptance and use of Products by us and our customers; (y) are for the benefit of us and our successors, assigns, customers and users of our products; and (z) are in addition to any warranties and remedies to which we may otherwise

agree or which are provided by law. You agree to extend to our customers and us (and to enforce) any warranties received from your suppliers.

Indemnification. You agree to defend, indemnify and hold us and our customers harmless from and against any and all claims (including without limitation claims for infringement of intellectual property, breach of contract, death or injury to a person or injury to property, or other tort claims), liabilities, damages (whether direct or indirect, incidental or consequential) and expenses (including court costs and attorneys' fees) arising out of or relating to the breach by you of any covenant, representation or warranty, or from any act or omission of you or your agents, employees or subcontractors. We will notify you of any such claim, suit or proceeding and will assist you (at your expense) in the defense of the same.

TERMINATION

Without Cause. We may terminate all or any part of this Purchase Order at our convenience, without cause, at any time with no penalty by giving you five (5) days' written notice. In such event, you shall immediately cease all work and terminate all orders and contracts, and we shall be liable to you only for your reasonable actual costs as a direct result of the termination, which may not be recovered or mitigated (*e.g.*, purchased materials and labor costs incurred prior to receipt of notice of termination). You will notify us in writing of such costs within thirty (30) days of termination. The foregoing shall constitute our only liability to you for termination without cause.

With Cause. If there is a material breach of any material term of this Purchase Order by you, we may immediately terminate all or any part of this Purchase Order without liability by giving written notice to you. A default will occur if you: (i) fail to perform within the time period specified in this Purchase Order; or (ii) so fail to make progress as to endanger performance of this Purchase Order, and in either case you do not cure the failure within ten (10) days (or any longer period we authorize in writing) after your receipt of our written notice of default. A default also will occur if you fail to meet your financial obligations as they become due, if any proceeding under the bankruptcy or insolvency laws is brought against you, if a receiver is appointed for you, or if you make an assignment for the benefit of creditors. If this Purchase Order is terminated due to your default, without prejudice to any other legal or equitable remedies available to us, we will have the right to: (a) refuse to accept delivery of any and all Products; (b) return to you unused Products already accepted and recover from you payments made for such Products (and for our freight, storage and other expenses); (c) recover any advance payments to you for undelivered or returned Products; (d) purchase Products elsewhere and charge you with any resultant losses, including without limitation incidental or consequential damages incurred that are attributed to your default; and (e) take title to and possession of any previously undeliverable part of work performed under this Purchase Order. At our discretion, you shall continue the performance of this Purchase Order to the extent not terminated.

COMPLIANCE

You represent and warrant that your performance will comply with all applicable laws and regulations, including those prohibiting bribery or similar payments or practices, and those related to environmental protection, health and safety, including without limitation the Health Insurance Portability and Accountability Act of 1996, as the same may be amended from time to time. You further represent and warrant that: (i) you and your suppliers will not use child, forced or prison labor in connection with the manufacture and supply of Products; (ii) you and your employees will not offer gifts, bribes, kickbacks, free travel or other cash or non-cash incentives to our employees; and (iii) your delivery of Products constitutes your certification that you have complied with all applicable requirements. You will provide us all information necessary to enable us to comply with the laws and regulations applicable to our use of Products.

Without limiting the generality of the foregoing, you represent and warrant that: (x) Products and their manufacture will comply with all applicable medical device laws and regulations, including without limitation good manufacturing practices; (y) each chemical substance listed or contained in any Product at all times will comply with all applicable federal, state and local

environmental health and safety laws; and (z) Products at all times will comply with all applicable product safety laws, as the same may be amended from time to time. You will provide us all required material safety data sheets.

You will certify where applicable that Products were produced in compliance with all applicable state and federal fair labor laws, as the same may be amended from time to time, and all regulations issued thereunder. Unless exempt, you will comply with all state and federal equal opportunity laws; all applicable federal economic development programs, including without limitation those programs relating to small business concerns, small disadvantaged business concerns, women-owned small business concerns, HUBZone small business concerns, veteran-owned small business concerns and service-disabled veteran-owned small business concerns, as the same may be amended from time to time; and all other applicable regulations or executive orders promulgated thereunder.

Restriction on Use of Certain Hazadous Substances in Electrical and Electronic Components. You warrant that our resale, supply or export of the Products (whether used as a component or otherwise) in any market will not violate any law, directive or regulation, including, but not limited to, Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (as recast by Directive 2011/65/EU) (collectively, the “Applicable Directives”). You further agree to provide for each of the Products delivered a Declaration of Conformity, and upon our request any necessary supporting technical data regarding your compliance with the Applicable Directives. You also shall ensure compliance with the obligations set forth in this paragraph by any subcontractors that develop the Products, or part thereof, on your behalf.

OTHER TERMS

Our Property. All tools, dies, drawings, plans, data, documents, manufacturing aids, testing or other equipment or materials, software, source codes and object codes, inventions, technology, secrets or other proprietary information, and all intellectual property rights in the foregoing, which we furnish to you, or which is developed or acquired at our expense in the performance of work under this Purchase Order, shall be our property. You hereby assign and agree to assign to us, and to cause your employees to assign to us, in each case without additional compensation, all such property. All such property shall be safely maintained separate from your property and marked "Property of HCUS". You agree not to substitute any property for our property and not to use such property except for performance of work under this Purchase Order or as authorized by us. You also agree to insure any tangible property at full replacement cost. Tangible property will be held at your risk and subject to removal at our written request, in which event you will redeliver such property to us at your expense in the same condition as originally received by you, reasonable wear and tear excepted.

Your Information. Unless expressly agreed in writing to the contrary, any knowledge or information that you disclose to us will not be considered confidential or proprietary information, and we may use it free from any restrictions. You acknowledge that we will use and rely upon information you furnish to us and that you will indemnify and hold us harmless from any and all costs and damages suffered by us as a result of any material inaccuracies in such information.

Our Information. You agree to keep confidential any materials or information furnished by us to you. You will not disclose or use, directly or indirectly, such materials or information for any purpose other than to fulfill your obligations as set forth in this Purchase Order. You will return to us or destroy, at our direction (with such confirmation thereof as HCUS may request) and at your expense, all such materials and information, including all copies thereof, upon completion of work, termination of this Purchase Order, or at our request.

Foreign Purchases. Unless agreed otherwise, you shall be the importer of record. If you are the importer of record, we will not be a party to the importation, our name will not appear as importer of record on any document, and the transactions contemplated hereby will be consummated after importation occurs. At our request, you will state the country of origin on products, packaging or your invoices, and provide acceptable documentation establishing the country of origin, including without limitation certificates of origin for Products subject to any preferential duty provisions. If for any reason we are the importer of record, you represent and

warrant that all sales made under this Purchase Order will be at not less than fair value under the United States Anti-Dumping Law, or any successor law thereto.

Audit Rights. At our request, you will allow us to audit without charge and to copy at our expense any documents you have relating to the performance of your obligations under this Purchase Order or other applicable legal requirements.

Intellectual Property. No rights are granted to you under any of our patents, copyrights, trade secrets or other property rights, except as may be expressly agreed to by us. You will not use or incorporate into Products any intellectual property of others without their written permission. Without limiting your indemnity with respect to intellectual property, if the use of any Product or any part thereof is enjoined by a court, you will, at our option and your expense, either procure for us the right to continue using such Product or part, replace the same with a non-infringing equivalent, or remove such Product, refund the purchase price and reimburse us for any related costs incurred by us.

Trademarks. The names and trademarks of each party shall remain their sole and exclusive property. If you place one of our trademarks on any Product, or if any Product is unique to us, such Product will not bear your name or trademark and will not be sold to anyone else.

Publicity. You may not, without our prior written consent, advertise or publish the fact that we have contracted to purchase goods or services from you, disclose information relating to this Purchase Order, or use our name or trademarks, or the names or trademarks of any of our affiliates or customers.

Work on Our Premises. If you work on our premises or the premises of our customer, you will comply with any applicable site rules and regulations. Except to the extent a claim is due solely and directly to our gross negligence or our customer's gross negligence, you will indemnify us and the customer from any claim that may result in any way from any act or omission by you or your agents, employees or subcontractors while on our premises or the premises of our customer.

Insurance. You agree to maintain such liability insurance (including without limitation workers' compensation, employer's liability, comprehensive general liability, product liability and property damage insurance) as will adequately protect us in the event of any liability arising under this Purchase Order and, upon our request, you will provide us with evidence of such insurance.

Dispute Resolution. Any dispute, controversy or claim relating to this Purchase Order (a "Dispute") will be resolved first through good faith negotiations between you and us. If the parties are unable to resolve the Dispute, either party may submit the Dispute for resolution by mediation to be conducted in the state of New York. At the request of either party, the mediator will be asked to provide an evaluation of the Dispute and the parties' relative positions. Each party shall bear its own costs of mediation. If the Dispute cannot be resolved through mediation, either party may commence an action to resolve the Dispute in any federal or state court of competent jurisdiction located in New York, New York, it being agreed that the parties submit to the jurisdiction of such court. The parties expressly waive and forego any right to trial by jury.

Governing Law. The parties expressly acknowledge that the laws of the state of New York, except its conflict of law rules, will govern the relationship between the parties.

Remedies. The rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity.

Waiver and Invalidity. Any waiver or renunciation of a claim or right arising out of a breach must be in writing and signed by the injured party. Any failure to enforce any provision of this Purchase Order may not be construed as a waiver of such provision or any other provision, nor of the right to enforce such provision. The invalidity, in whole or in part, of any provision hereof shall not affect the remainder of the provisions.

Assignment. You may not assign any right or delegate any duty hereunder without our prior written consent. Any attempted assignment or delegation by you will be void.

Independent Contractor. You will be considered an independent contractor for all purposes, and shall not be deemed to be our agent, employee or subcontractor under any circumstances. You shall have no right, power or authority to act or create any obligation, express or implied, on behalf of HCUS.

Notice. Any notice, request, consent or demand on us shall be given in writing by overnight courier service, or by facsimile or email promptly confirmed by overnight courier service, to the street address designated by us.

Force Majeure. We shall have the right to terminate this Purchase Order, without any liability of any kind to you, at any time upon written notice to you in the event that this Purchase Order is suspended for more than thirty (30) days by reason of force majeure.

Headings. The headings on these Terms and Conditions are for convenience only and may not be used in the interpretation thereof.