



HEALTHTRUST®

PURCHASING AGREEMENT

Products

Vendor: Probo Medical, LLC

Products: REFURBISHED DIAGNOSTIC IMAGING EQUIPMENT

Effective Date: OCTOBER 1, 2022

Agreement Number: HPG - 86775

Draft Date: July 29, 2022



PURCHASING AGREEMENT

This Purchasing Agreement is entered into by HealthTrust Purchasing Group, L.P., a Delaware limited partnership, having its principal place of business at 1100 Dr. Martin L. King Jr. Blvd., Suite 1100, Nashville, Tennessee 37203 (“HealthTrust”), and Probo Medical, LLC, a Delaware limited liability company, with a place of business at 9715 Kincaid Drive, Fishers, Indiana 46037 (“Vendor”).

WHEREAS, HealthTrust is organized as a group purchasing organization to which various healthcare providers and other organizations belong as Participants;

WHEREAS, pursuant and subject to Participation Agreements with HealthTrust, Participants and their Affiliates are permitted to obtain products and services under purchasing agreements between HealthTrust and vendors; and

WHEREAS, Vendor desires to offer certain of its products and/or services to Participants;

NOW, THEREFORE, HealthTrust and Vendor hereby agree that Vendor shall provide products and/or services to Participants in accordance with this Agreement.

1.0 Incorporation; Definitions. The above premises are incorporated into this Agreement as if set forth verbatim herein below. Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

- 1.1. “Affiliates” as applied to any particular entity, means those entities, businesses, facilities, and enterprises that are controlled by, controlling, or under common control with a stated entity, whether by ownership or contract; provided, however, that no shareholder of any Participant (including HCA Healthcare, Inc.) shall be deemed to be an “Affiliate”.
- 1.2. “Agreement” means this purchasing agreement, including all exhibits and other attachments appended hereto, as amended from time to time.
- 1.3. “Cause” means any failure to perform or observe any material covenant or obligation contained in this Agreement, including any violation of state or federal laws, rules or regulations that would prohibit a Party or any Purchaser, as applicable, from participating in Healthcare Programs (as defined in Section 14.9 (Warranty of Non-exclusion)).
- 1.4. “Confidential Information” means information related to the business of a Party, a Participant, and their Affiliates, clients and patients that may be obtained as the

result of performance under this Agreement. Confidential Information shall include, but is not limited to, the list of Participants, the terms of this Agreement, including the prices for Products and Services, and the sales volumes of Products and Services, in the aggregate or by Purchaser. Subject to the HIPAA Requirements (as defined in Section 11.3 (HIPAA Requirements) and any applicable law or regulation, Confidential Information shall not include: (i) information that is publicly available prior to the disclosure or becomes publicly available through no wrongful act of the Receiving Party; (ii) information that was in lawful possession of the Receiving Party prior to the disclosure and was not received as a result of any breach of confidentiality with respect to the Disclosing Party; (iii) de-identified and aggregated transaction data related to purchases of Products and/or Services; or (iv) information that was independently developed by the Receiving Party without use of information disclosed under this Agreement.

- 1.5. “Disclosing Party” means the Party, Participant, or its Affiliate, that provides or discloses Confidential Information to the other Party, Participant, or its Affiliate under this Agreement.
- 1.6. “Distributor(s)” means any product distributor designated in accordance with Exhibit B.
- 1.7. “Documentation” means, collectively, the documentation and any other information relating to a Product or Service, including, without limitation, marketing materials, reference materials, operating manuals, technical manuals, supporting materials, debugging/supporting tools, user manuals, training materials, product specifications, release notes, lists of all error messages with explanations as needed and recommended actions (if any), and help guides in printed or electronic form and generally provided or made available by Vendor to its customers, but which in any event are sufficient for a user to use the applicable Products and/or Services.
- 1.8. “Dual Source Award” means an agreement by HealthTrust not to contract on behalf of its entire membership with more than one alternative supplier from which Participants can purchase products and services comparable to those listed in Exhibit A during the Term.
- 1.9. “EDI” means Electronic Data Interchange.
- 1.10. “Effective Date” means the date this Agreement commences, which is designated in Exhibit B.
- 1.11. “EFT” means Electronic Funds Transfer.
- 1.12. “Embedded Software” means any and all software including, without limitation, any associated operating system software, firmware, and utilities or other operating programs that are embedded in and not provided separately from the Equipment, Updates and Upgrades to the Embedded Software, and all copies of the same provided in any media, tangible or intangible, and any Documentation.

- 1.13. “Equipment” means a Product: (i) with a life span in excess of one (1) year; (ii) contains or is made of non-expendable material; and (iii) is not a consumable or software. Equipment includes any and all component parts thereof.
- 1.14. “Expiration Date” means the date this Agreement expires, which is designated in Exhibit B.
- 1.15. “FDA” means the United States Food and Drug Administration.
- 1.16. “Fill Rate” means the average of the individual fill rates for all orders of a Product by stock keeping unit (or “SKU”) by all Purchasers during any calendar month, calculated by dividing the total units delivered undamaged within the delivery requirements of Section 7.0 (Vendor Performance; Cancellation) of this Agreement and/or Exhibit B by the total units ordered for such Product during such calendar month.
- 1.17. “GLN” means the Global Location Number assigned to each Purchaser by GS1.
- 1.18. “GPO” means group purchasing organization.
- 1.19. “GPO Fees” shall have the definition set forth in Section 3.1 (GPO Fees).
- 1.20. “GPOID” means the unique identification number assigned by HealthTrust to each Purchaser or Participant.
- 1.21. “Multi-Source Award” means Vendor is designated as an approved source of Products and/or Services with no limitation on HealthTrust contracting with alternative suppliers from which Participants can purchase products and services comparable to those listed in Exhibit A during the Term.
- 1.22. “MWBE” or “Minority and Woman Owned Business Enterprise” means a business that is: (i) a minority owned business, as certified by the National Minority Supplier Development Council (NMSDC) or any local affiliate thereof; (ii) a woman owned business, as certified by the Women’s Business Enterprise National Council (WBENC); or (iii) a service disabled veteran owned business, as certified by the Association for Service Disabled Veterans (ASDV).
- 1.23. “New Technology Product” means a product that, as compared to existing products, offers significant technological advancements and: (i) will significantly improve clinical outcomes or patient care; or (ii) will significantly streamline clinical and/or operational work processes.
- 1.24. “Optional Source Award” means Vendor is designated as an approved source of the Products and/or Services with no limitation on HealthTrust or Participants contracting with alternative suppliers for purchases of products and services comparable to those listed in Exhibit A during the Term, or on Participants purchasing such comparable products and services from alternative suppliers on a non-contract basis.

- 1.25. "OSHA" means the Occupational Safety and Health Administration.
- 1.26. "Participant" means a member of HealthTrust that has entered into a Participation Agreement, and its Affiliates, including but not limited to acute care facilities, hospitals, ambulatory surgery centers, imaging centers, alternate site entities, physician practices, rehabilitation facilities, psychiatric centers, clinics or any other kind of healthcare provider, as well as any distribution centers qualifying as a Participant and servicing other Participants.
- 1.27. "Participation Agreement" means a written member agreement between HealthTrust and a Participant that permits the Participant and its Affiliates to purchase products and services from various vendors having purchasing agreements with HealthTrust.
- 1.28. "Party" and "Parties" means Vendor and/or HealthTrust, as the context requires.
- 1.29. "Products" means those goods listed in Exhibit A to this Agreement and under any Purchaser-Specific Agreements permitted hereunder, any items used by Vendor or Vendor Personnel in the provision of Services, and any software, instruments or other items provided by Vendor Personnel in connection with the use of the goods listed in Exhibit A.
- 1.30. "Product Acceptance" "Product Accept" (and its derivatives, such as "Acceptance" and "Accepted") means, following implementation, installation, testing, or execution in the production environment for an agreed upon number of business cycles that Vendor Software, Equipment, and/or other contract deliverables to be designed, developed, delivered, integrated, installed and/or tested by Vendor are in compliance in all material respects with the Product Acceptance Criteria.
- 1.31. "Product Acceptance Criteria" means the Product complies with any related Documentation, Purchaser requirements and specifications set forth in any applicable ordering or other document that is governed by this Agreement, and operates without error, including interoperability with networks and other hardware, software, or systems with which the Products connect or relate in order to achieve Product Acceptance.
- 1.32. "Purchaser" means any Participant obtaining Products and/or Services from Vendor.
- 1.33. "Rebate" means any amount paid by Vendor to HealthTrust for allocation to Purchasers, based on purchases of Products and/or Services by Purchasers under this Agreement during a specified time period. The Rebate shall be determined as stated in Section 3.2 (Rebates) and any applicable Exhibit.
- 1.34. "Recall" shall have the definition set forth in Section 9.7 (Recalls).

- 1.35. “Receiving Party” means the Party, Participant, or its Affiliate, that receives Confidential Information from the other Party, Participant, or its Affiliate under this Agreement.
- 1.36. “Required Fill Rate” shall have the definition set forth in Section 7.5 (Fill Rate Requirements).
- 1.37. “Services” means those services listed in Exhibit A to this Agreement and under any Purchaser-Specific Agreements permitted hereunder, as well as any services provided by Vendor Personnel in connection with any Purchaser’s purchase and/or use of Products, including conversion to and support for the Products, as well as training and education related to the Products.
- 1.38. “Sole Source Award” means an agreement by HealthTrust not to contract on behalf of its entire membership with any alternative supplier from which Participants can purchase products and services comparable to those listed in Exhibit A during the Term.
- 1.39. “Subcontractor” means representatives, agents or other third party entities engaged or used by Vendor in the performance of Vendor’s obligations under this Agreement.
- 1.40. “Term” means the period during which this Agreement is in effect, commencing on the Effective Date and ending on the Expiration Date, unless terminated early or extended as permitted by this Agreement.
- 1.41. “Updates” means: (a) all fixes, revisions, releases, alteration, error corrections and modifications; (b) all improvements and enhancements; and (c) and any other changes that do not meet the definition of Upgrade.
- 1.42. “Upgrades” means any additions that adds new functionality or capabilities, but is not an error correction or an Update. Upgrades include any major re-architecture, which is renamed or renumbered as a new product, including any standard release notes.
- 1.43. “Vendor Personnel” means any Vendor employees or Subcontractors responsible for performing Services under this Agreement.
- 1.44. “Vendor Software” means any and all computer software, including, without limitation, any application software or Embedded Software and any other software made available to the Purchaser and all Updates or Upgrades to the Vendor Software. Vendor Software includes copies of software provided in any media, tangible or intangible, and any Documentation.

2.0 General Purchasing Provisions

- 2.1. GPO Laws and Regulations. HealthTrust is a group purchasing organization as defined in 42 C.F.R. § 1001.952(j). The Parties acknowledge that it is their intent to establish a business relationship in which payments by Vendor to HealthTrust and Purchasers comply with the exceptions to the Medicare and Medicaid Anti-Kickback statute set forth at 42 U.S.C. § 1320a-7b(b)(3) (A) and (C), the “safe harbor” regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h), and the “safe harbor” regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j); and the Parties believe that the relationship contemplated by this Agreement is in compliance with those requirements.
- 2.2. Award Basis. The award basis for this Agreement is designated in Exhibit B.
- 2.3. Eligible and Ineligible Purchasers. Commencing on the Effective Date, all Participants shall be eligible to obtain Products and/or Services from Vendor under this Agreement. At least once every two (2) weeks, Vendor shall check HealthTrust’s Participant list located at <https://healthtrustpg.com/suppliers> and within five (5) business days, thereafter Vendor shall update its list of Participants to accurately reflect the name, address, GPOID, GLN, and any other assigned identification code for each Participant. Vendor shall provide any new Participant with access to Products and pricing under this Agreement by the end of such five (5) day period. Vendor shall provide HealthTrust a copy of Vendor’s list of Participants upon request and shall make any corrections required by HealthTrust. If Vendor has a documented basis to believe that a Purchaser is a member of another group purchasing organization, it shall promptly notify HealthTrust, which will coordinate with Vendor and Purchaser to resolve any such discrepancy. If a Purchaser ceases to be a Participant of HealthTrust during the Term, Vendor agrees not to thereafter allow such entity to purchase Products and/or Services under this Agreement except with HealthTrust’s prior written consent and, in any case, Vendor’s obligation to pay GPO Fees shall remain in full force and effect with respect to any such purchases. Purchasers obtaining Products and/or Services from Vendor under this Agreement shall be considered third party beneficiaries under this Agreement.
- 2.4. Purchaser Obligations. Vendor agrees that HealthTrust shall have no responsibility or obligation for payments owed by Purchasers or for any other obligations of Purchasers under this Agreement.
- 2.5. Orders. This Agreement shall apply to each order of Products and Services by a Purchaser, regardless of how communicated or whether reference is made to this Agreement.

2.6. Purchaser-Specific Arrangements.

2.6.1 Termination of Existing Arrangements. Any Participant or Purchaser may, at any time and without penalty or liability, terminate any existing contract or other arrangement with Vendor in order to purchase under this Agreement notwithstanding any provision to the contrary in any such existing contract or arrangement.

2.6.2 Local Deals. Except as expressly permitted by HealthTrust in the form of an exhibit to this Agreement, Vendor covenants that it will not enter into or negotiate a separate agreement with any Purchaser for the same Products and/or Services offered under this Agreement without HealthTrust's prior written consent and authorization ("Purchaser-Specific Agreement"). In any case, a Purchaser-Specific Agreement must have pricing terms no less favorable than those of this Agreement, and all Purchaser-Specific Agreements will be subject to and governed by the terms of this Agreement, including Section 15.3 (Conflicts). Upon request, Vendor shall provide HealthTrust with information regarding Purchaser-Specific Agreements, including lists of Purchasers that have executed Purchaser-Specific Agreements and summaries and copies of same.

2.7. Participant-specific Websites. Upon a Participant's written authorization, at Vendor's sole expense, Vendor may establish and maintain one or more websites or web portals specific to such Participant and/or its Affiliates (each, a "Participant-specific Website"), provided that: (i) access is only available to such Participant and/or its Affiliates; (ii) the content is limited to Products and/or Services under this Agreement or under any other contract between HealthTrust and such Vendor or one of its Affiliates; and (iii) Vendor will remove or take down any such Participant-specific Website immediately upon request of Participant or HealthTrust.

2.8. Capital Investments. Vendor assumes the full and complete risk of any capital investment it makes to enable or to enhance its capabilities to perform under this Agreement.

2.9. Direct and/or Distributor Purchases. As set forth in Exhibit B, Products and/or Services may be obtained: (i) only directly from Vendor; or (ii) only through a Distributor; or (iii) by either of the foregoing means. Exhibit A sets forth the prices (including any discounts or Rebates) for purchases made directly from Vendor and/or through a Distributor, as applicable.

2.9.1 Direct Purchases. For purchases directly from Vendor, no minimum quantity or dollar amount shall apply to any order unless expressly stated in Exhibit B. Vendor shall issue a refund or credit, at Purchaser's option, for any overcharge/overpayment to Purchaser no later than thirty (30) days following discovery or notice thereof. In the event of an undercharge, Purchaser shall have no obligation to pay Vendor the amount of such

undercharge, nor shall Vendor have the right to set-off the undercharge against any refund due for an overcharge/overpayment, unless the undercharge was an error discovered and re-invoiced within thirty (30) days after the date of the original invoice. Vendor shall provide to each Purchaser at least quarterly statements listing unapplied credits, and upon request by a Purchaser, shall promptly refund the amount of the unapplied credits.

2.9.2 Purchases through Distributors. For purchases through Distributors, prices shall be either net to Distributor or net to Purchaser as specified in Exhibit A. Vendor shall provide Product pricing and related information to Distributors that is consistent with Exhibit A (and any amendments) and corresponding pricing files for EDI and Internet e-commerce transactions. HealthTrust shall also be permitted to provide such Product pricing and related information to Distributors. Vendor bears total responsibility for obtaining Purchaser-specific purchase information from Distributors so that Vendor accurately pays and reports GPO Fees and Rebates (if any). Vendor will not change its financial arrangements with any Distributor in any manner that could result in an increase in the prices charged by that Distributor to Purchasers for Products under this Agreement.

2.10. Effective Date and Firm Pricing. The obligation of Vendor to make Products and/or Services available under this Agreement shall commence as of the Effective Date. The prices set forth in Exhibit A shall be fixed and firm effective from the Effective Date through the Expiration Date.

2.11. Vendor Products

2.11.1 Current Products. Vendor represents and warrants that, as of the Effective Date, Exhibit A contains all products offered by Vendor in the United States within a Product category covered by this Agreement. Upon receipt of notice from HealthTrust that Vendor is not in compliance with this Section 2.11.1 (Current Products), Vendor will have thirty (30) days to execute an amendment to add the product to Exhibit A at a price point or discount comparable to other Products under this Agreement. If Vendor fails or declines to add the product within such thirty (30) day period, then HealthTrust, in its sole discretion, may immediately terminate this Agreement.

2.11.2 Product Discontinuation. Vendor shall provide HealthTrust at least three (3) months' notice prior to discontinuation of any Product. Subject to Section 2.12 (Performance Requirements), replacement products shall have characteristics and specifications at least equal to that of the replaced Product and shall be offered at a price not greater than that of the replaced Product.

- 2.11.3 New Products. Vendor must provide three (3) months' notice to HealthTrust prior to offering for sale to Participants any new product (that is not a New Technology Product subject to Section 2.11.4 (New Technology Products) in the Product category covered by this Agreement. During this period, Vendor must complete any product documentation requested by HealthTrust and amend Exhibit A to add such product at a mutually-agreed price. If Vendor offers any new product to Participants prior to such amendment, Vendor agrees that Participants will pay the price on Exhibit A for the most comparable Product. Vendor shall pay the GPO Fee for all Participant purchases beginning from date of first sale of such product.
- 2.11.4 New Technology Products. If a New Technology Product within a Product category covered by this Agreement becomes available from any supplier including Vendor, HealthTrust may evaluate and contract with such supplier to make the New Technology Product available to Participants without constituting a breach of this Agreement. If requested by HealthTrust, Vendor shall negotiate in good faith to amend Exhibit A to add such product at a price point or discount comparable to those applicable to Products under this Agreement, or at a price comparable to those offered by competing suppliers, whichever is lower. Vendor shall also negotiate in good faith to amend Exhibit A to equitably reduce the pricing for any current Products affected by the release of the New Technology Product.
- 2.12. Performance Requirements. Vendor represents and warrants that Vendor will not change any manufacturer, sterilizer, assembler, warehouse, or any raw materials source without providing sixty (60) days' advanced written notice to HealthTrust. Vendor further represents and warrants that it will not change a Product in a manner that would materially affect its specifications or functionality without providing sixty (60) days' advanced written notice to HealthTrust. If Vendor makes any such change, then:
- 2.12.1 Each Purchaser shall have the right to procure products comparable to the identified Product(s) from another source without any penalty and will continue to be in compliance with this Agreement and any Purchaser-Specific Agreements under this Agreement; and
- 2.12.2 HealthTrust has the right to either: (a) remove the identified Product(s) from this Agreement; or (b) reduce the award basis and contract with an alternative supplier for the applicable product category.

Regardless of any such written notice or change, contracted pricing for the identified Product(s) will not be increased under any circumstances.

2.13. Technology Obligations; Replacement Parts.

- 2.13.1 License. In connection with the purchase of Equipment, Vendor hereby grants Purchaser, its Affiliates, and their respective end users, successors and assigns, a non-exclusive, transferable, fully paid up, royalty free, irrevocable, perpetual license to use all Embedded Software and related Documentation. Vendor shall (a) provide Embedded Software Upgrades in accordance with an upgrade schedule satisfactory to Purchaser, (b) test and allow Purchaser to test Embedded Software Upgrades prior to promotion to the production environment and within a production environment as requested by Purchaser, and (c) provide standard release notes regarding the Embedded Software Upgrade.
- 2.13.2 Equipment Maintenance and Support Services. After Purchaser's sign off on the functionality of the Equipment, Vendor shall provide: (a) on-going maintenance and support services for the Equipment if set forth in any applicable ordering document; and (b) if no such services are included in the applicable Ordering Document, then all additional services necessary to maintain, support and ensure the Equipment continuously performs in accordance with the Documentation, the Agreement and the Attachments.
- 2.13.3 Useful Life. Vendor represents and warrants that it will continue to support and provide Services to repair, upgrade and maintain those Products that are Equipment or Vendor Software for the greater of: (i) ten (10) years from Product Acceptance; and (ii) for so long as Vendor continues to provide such support thereafter ("Useful Life").
- 2.13.4 Product Replacement Parts. Vendor represents and warrants that all Products, consumables and replacement parts needed for the Useful Life of the Equipment and needed to upgrade, repair or maintain full functionality of such Products, including any Equipment, shall be available for not fewer than ten (10) years following the earlier of either: (i) the date when Vendor ceases to sell the Equipment or a reasonable substitute of the Equipment; or (ii) the expiration of the warranty period set forth in Exhibit B plus any applicable warranty extensions. Vendor must warrant replacement parts for at least one (1) year.
- 2.13.5 Embedded Software; No Cost. Vendor represents and warrants that the Embedded Software is fully supported by Vendor or third party (as applicable), and is capable of being Updated and Upgraded for the Useful Life of the Product. Further Vendor represents and warrants that any and all Upgrades and Updates to every Product that contains Software will be made available to Purchaser and provided at no cost to Purchaser for the Useful Life of the Product. For the avoidance of doubt, any Equipment modifications or changes necessary in order for the Equipment to continue to operate with the latest supported operating system will also be provided to Purchaser at no cost during the Useful Life of the Product. In the event

that the Equipment cannot be modified or changed in order to work with the latest supported operating system, then Vendor shall provide or cause to be provided to Purchaser at no cost, substitute equipment (“Substitutes”) which shall have the same functional capabilities of the Equipment originally provided and shall meet or exceed the original Equipment’s rated performance characteristics. In the event Vendor does not have a Substitute that meets or exceeds the original Equipment’s rated performance characteristics, then Vendor shall refund the amount paid by Purchaser for the Equipment and all amounts paid for Products and Services where the value or usefulness of such Products and Services is reduced by Vendor’s failure to support the Equipment in accordance with this Section.

2.13.6 Survival of Technology Refresh Commitment. The provisions of this Section 2.13 (Technology Obligations; Replacement Parts) survive: (a) the Purchaser discontinuing purchases of the Equipment or associated Products; (b) Vendor discontinuing the sale of the Equipment or associated Products; and (c) the expiration or termination of this Agreement for any reason.

3.0 GPO Fees, Rebates, Reporting, Prices, Payments

3.1. GPO Fees. In consideration for the administrative and other services performed by HealthTrust in connection with purchases of Products and Services, Vendor shall pay administrative fees to HealthTrust (“GPO Fees”) for all purchases by Purchasers of Products and Services whether such purchases are made directly from Vendor or through a Distributor (notwithstanding the ordering point method specified in Exhibit B), and regardless of whether such purchases are made at prices other than those stated in Exhibit A or whether pursuant to a separate agreement with a Purchaser. The GPO Fee shall be determined by multiplying the GPO Fee percentage stated in Exhibit B by the dollar amount of purchases of Products and Services by Purchasers, excluding any separately-billed freight charges (not included in Product price), taxes, Rebates, refunds, credits on Product returns (unless returned due to a Recall) and, if the Product is purchased from a Distributor, any Distributor markup. For clarity, remuneration (whether described as rebates or otherwise) that is paid by Vendor to a distribution center qualifying as a Participant pursuant to a disintermediation agreement shall not be excluded from the GPO Fee calculation. The payment of such GPO Fees is intended to be in compliance with the exception to the Medicare and Medicaid Anti-Kickback Statute set forth at 42 U.S.C. § 1320a-7b(b)(3)(C) and the “safe harbor” regulations set forth in 42 C.F.R. § 1001.952(j).

3.2. Rebates. Vendor shall pay Rebates based on purchases of Products and/or Services by Purchasers in the amounts stated in Exhibit A, if any. If a percentage is listed, then the Rebate shall be determined by multiplying the stated percentage by the dollar amount actually paid by the Purchaser for Products and Services purchased under this Agreement, excluding any added freight charges, taxes, any Distributor markup (if applicable), and net of any refunds or credits on Product returns. Rebates shall be paid to HealthTrust for payment by HealthTrust to Purchasers. The

payment of Rebates is intended to be in compliance with the exception to the Medicaid and Medicare Anti-Kickback Statute set forth at 42 U.S.C. § 1320a-7b(b)(3)(A) and the “safe harbor” regulations set forth in 42 C.F.R. § 1001.952(h).

- 3.3. GPO Fee and Rebate Reports from Vendor. With each GPO Fee payment, Vendor shall provide to HealthTrust an electronic report that accurately lists, by Purchaser, the purchases upon which the GPO Fees are based for the applicable time period, and any other information that may be required to enable HealthTrust to comply with 42 C.F.R. § 1001.952(j). With each Rebate payment, Vendor shall provide an electronic report that contains sufficient detail to permit HealthTrust to accurately allocate the appropriate amounts to each Purchaser. Each such Vendor report shall include a listing of each Purchaser by the Purchaser GPOID or GLN associated with its ship-to address, even if Vendor uses its own customer identification number. In the event Vendor has no sales under this Agreement during a reporting period, Vendor shall submit a report to HealthTrust indicating zero sales. The Vendor reports shall be sent by e-mail to vendorbackup@healthtrustpg.com. Payment of GPO Fees or Rebates without accompanying reports shall be considered non-payment until such reports have been delivered to HealthTrust.
- 3.4. Prompt Payment Acknowledgement. Vendor acknowledges that failure to timely pay GPO Fees and Rebates, or to submit accurate reports, will delay HealthTrust’s payment and/or reporting to Participants and Purchasers, thereby potentially causing them to be unable to accurately complete cost reports required under government-reimbursed healthcare programs.
- 3.5. Late Fees. HealthTrust shall have the right to charge, and Vendor agrees to pay, a late fee equal to one percent (1%) per month (or the maximum allowed by law, whichever is less) of the amount of any GPO Fees, Rebates, or other fees not paid or refunded by Vendor in accordance with the payment terms stated in this Agreement. Any Purchaser shall have the right to charge, and Vendor agrees to pay, a late fee equal to one percent (1%) per month (or the maximum allowed by law, whichever is less) of the amount of any Purchaser overpayments not refunded by Vendor in accordance with the payment terms stated in Section 2.9.1 (Direct Purchases). Such late fees shall also apply to other fees not paid or refunded by Vendor within thirty (30) days of Vendor’s receipt of the applicable invoice. The accrual of the late fee shall commence on the date the original payment was due.
- 3.6. Other Reports. On or prior to the Effective Date, and thereafter upon request, Vendor shall provide HealthTrust with electronic copies of: (i) the price list in Exhibit A; and (ii) Vendor’s list prices for Products. On a quarterly basis, Vendor shall also provide to HealthTrust the related product offerings reports per Exhibit B, which shall include all applicable GTIN, GLN and GDSN data as defined in Section 4.2 (GS1 GTIN Standards). Vendor shall also furnish, in an agreed-upon format, any additional reports reasonably requested by HealthTrust related to Products provided to Purchasers under this Agreement.

4.0 EDI and E-Commerce

- 4.1. Electronic Ordering. For Products and Services available directly from Vendor (if any), Vendor shall provide, at no additional cost to Purchasers, a mechanism for purchase order placement, confirmation, change orders and invoices to be sent by EDI or by internet-based e-commerce system. Vendor will absorb any costs incurred by Vendor to provide or maintain such mechanism, including third party costs for data transfers. Vendor and the applicable Purchaser shall own all transaction data, and HealthTrust shall have the right to access and retain such transaction data for performance of its group purchasing functions.
- 4.2. GS1 GTIN Standards. HealthTrust and Vendor support implementation of GS1 Global Trade Item Numbers (“GTIN”) and GLNs in the health care industry as the standardized system for marking products with unique identifiers at all units of use, in an effort to improve the efficiency and visibility of clinical supply and demand chains. Vendor will assign a GTIN to identify each Product at all applicable levels of packaging and will provide the GTIN and GLN information and applicable Product attributes to HealthTrust via the Global Data Synchronization Network (“GDSN”) using the services of a data pool provider certified by GS1. Upon HealthTrust request, Vendor will participate in compliance testing to demonstrate that its data submissions conform to the GTIN and GLN requirements.

5.0 Price Warranty

- 5.1. Competitive Pricing. The prices, terms, and conditions under this Agreement must be as favorable or better than those offered by Vendor to any other similarly situated customer, excluding government entities. To the extent that Vendor is not in compliance with this Section 5.1 (Competitive Pricing) and Section 8.1 (Freight Charges), Vendor shall refund to each Purchaser the difference between the price Purchaser paid and the lower price for each applicable purchase. Within thirty (30) days of determining that Vendor is not in compliance, HealthTrust and Vendor shall amend this Agreement to provide at least as favorable prices, terms, and conditions to Purchasers.
- 5.2. Price Decreases. Vendor shall notify HealthTrust if it offers any general; “across the board” price decreases for Products or Services to a substantial number of its customers and shall make such decreases available to Purchasers promptly and in like amounts or percentages, as applicable.
- 5.3. Invoice Errors. If an invoice does not match purchase order information, including but not limited to purchase order number, Products, prices set forth in Exhibit A and other required information, then Purchaser shall have the right to reject the invoice and request resubmission by Vendor or Distributor, and the payment terms set forth in Exhibit B shall be tolled until an invoice with the correct purchase order information has been received by Purchaser.

6.0 Taxes

- 6.1. Tax Collection. Vendor shall be registered in all taxing jurisdictions where, as a seller of Products and/or Services under this Agreement, it is legally required to register. Vendor shall pay to the applicable taxing authority any federal, state or local excise or other similar tax imposed on Vendor or for which Vendor is legally, contractually or otherwise responsible in connection with its sale or provision of Products and/or Services under this Agreement (including, without limitation, the medical device excise tax as set forth in the Section 4191 of the Internal Revenue Code) without seeking any reimbursement from Purchasers. Vendor shall collect from each Purchaser and pay to the applicable taxing authority any federal, state or local sales or use tax imposed on a Purchaser or for which a Purchaser is legally responsible in connection with such Purchaser's purchase or acquisition of Products and/or Services under this Agreement. Invoices to Purchasers shall clearly and separately state the amount of such tax. If multiple items are listed on Vendor's invoice, taxability per item per applicable taxing jurisdiction must be indicated. Vendor shall promptly refund to Purchasers any overcharges of taxes collected by Vendor from Purchasers. Vendor shall pay all amounts assessed by any taxing authority as a result of Vendor's failure to comply with this Section 6.1 (Tax Collection).
- 6.2. Product Information for Tax Reconciliation. Upon request, Vendor shall provide reasonable assistance to HealthTrust and each Purchaser to provide data and information in Vendor's possession to assist Purchaser's reconciliation of its item files to Vendor's files with regard to tax rates and taxability of Products and/or Services including the provision of the following information as applicable to Products:
- 6.2.1 Is the Product or package labeled in a manner that indicates that it is available only with a physician's prescription (i.e., is it a federal legend item)?
- 6.2.2 Is the item a kit, pack, or tray? If yes, list all items contained in the kit, pack, or tray and each item's approximate percentage of the cost.
- 6.2.3 Is the Product intended for single patient use?
- 6.2.4 Does the Product carry a National Drug Code ("NDC") label or serve as a generic equivalent for a product carrying an NDC label?
- 6.2.5 Is the Product medicated? If yes, what is the primary active ingredient?
- 6.3. Tax Information. Upon request, Vendor shall furnish to HealthTrust and each Purchaser a copy of Vendor's registration certificate and number within each taxing jurisdiction prior to collecting such sales or use taxes. If a Purchaser is tax-exempt, such Purchaser shall furnish Vendor with any documents necessary to demonstrate its tax-exempt status, and Vendor shall honor Purchaser's tax-exempt status as

appropriate under applicable state law. Vendor shall also provide to each Purchaser Vendor's Federal Tax Identification number upon request.

7.0 Vendor Performance; Cancellation

- 7.1. Performance Warranty for Direct Purchases and Services. For purchases made directly from Vendor (if any), Vendor represents and warrants that it shall maintain sufficient inventory and transportation arrangements to comply with the delivery time and the Required Fill Rate stated in this Agreement. Further, for Services provided by Vendor, Vendor represents and warrants that it shall comply with the performance time, if any, stated in this Agreement or permitted Purchaser-Specific Agreement. In any instance where Vendor anticipates that it will not be able to comply with the delivery time and/or the Required Fill Rate for Products, or the performance time for Services, Vendor shall promptly attempt to resolve the issue to each affected Purchaser's reasonable satisfaction, which may include Purchaser's acceptance of alternative delivery or performance dates or, with respect to Products, the provision of an acceptable substitute from Vendor at the same or lower price as the unavailable Product. Without limiting the cancellation rights set forth in Section 7.4 (Cancellation of Orders), where Vendor is unable to comply with the foregoing performance warranty, Purchaser shall also have the right to order a substitute product or services from another supplier, in which case Vendor shall reimburse Purchaser for any cost incurred (including freight, as applicable) in excess of the cost Purchaser would have paid for Vendor's unfulfilled order. Notwithstanding any provision to the contrary contained in this Agreement, Vendor shall be responsible for paying additional costs, if any, for expediting shipment to meet the delivery obligations stated in this Agreement, including Products subject to a backorder, or to meet its performance obligations.
- 7.2. Performance Warranty for Purchases through Distribution. For purchases made through Distributors (if any), Vendor represents and warrants that it shall maintain sufficient inventory and transportation arrangements to allow Distributor(s) to comply with the delivery time and the Required Fill Rate stated in this Agreement. In any instance where Vendor anticipates that it will not be able to supply Distributor(s) to allow Distributor(s) to comply with the delivery time and/or the Required Fill Rate for Products, Vendor shall promptly attempt to resolve the issue to each affected Purchaser's reasonable satisfaction, which may include Purchaser's acceptance of alternative delivery or performance dates or, with respect to Products, the provision of an acceptable substitute from Vendor at the same or lower price as the unavailable Product. Without limiting the cancellation rights set forth in Section 7.4 (Cancellation of Orders), where Vendor is unable to comply with the foregoing performance warranty, Purchaser shall also have the right to order a substitute product or services from another supplier, in which case Vendor shall reimburse Purchaser for any cost incurred (including freight, as applicable) in excess of the cost Purchaser would have paid for Vendor's unfulfilled order. Notwithstanding any provision to the contrary contained in this Agreement, Vendor shall be responsible for paying additional costs, if any, for expediting shipment to

meet the delivery obligations stated in this Agreement, including Products subject to a backorder, or to meet its performance obligations.

- 7.3. No Breach of Award or Commitment. Neither HealthTrust nor Purchaser shall be deemed to be in breach of this Agreement (including award status and any individual Purchaser-Specific Agreement or other commitment terms) by entering into a contract for or purchasing replacements for Products or Services that, due to Vendor's supply or performance problems or Product Recall, Vendor or a Distributor is unable to provide as required by this Agreement.
- 7.4. Cancellation of Orders. Purchaser may cancel any order arising out of this Agreement in whole or in part, without liability, if: (i) Products have not been shipped or Services have not been provided as of the date of Vendor's receipt of notice of cancellation (unless Products are custom orders); (ii) Product deliveries are not made or Services not provided at the time and in the quantities specified; (iii) Products (or the possession and use thereof) or Services infringe, misappropriate or are alleged to infringe or misappropriate any third party patent, trademark, copyright, trade secret or other intellectual property right; (iv) Products (or the possession and use thereof) or Services fail to comply with the terms of this Agreement or with any applicable law or regulation; or (v) Products are subject to Recall. Also, Purchaser may immediately cancel any order where Vendor is in breach of the Warranty of Non-exclusion, as set forth in Section 14.9 (Warranty of Non-exclusion). To cancel, Purchaser shall give notice to Vendor in writing, and to the extent specified in such notice, Vendor shall immediately terminate deliveries or performance under the order.
- 7.5. Fill Rate Requirements. Vendor represents and warrants that it shall meet or exceed a ninety-five percent (95%) Fill Rate (unless a different Fill Rate is specified in Exhibit B) for each Product during the Term (the "Required Fill Rate"). Any failure by Vendor to maintain the Required Fill Rate for any Product (whether such Product is supplied directly to Purchasers or to a Distributor) that is not cured within thirty (30) days following written notice from HealthTrust shall be deemed a breach of this Agreement. In the event of such failure to cure, in addition to any other rights or remedies of HealthTrust, HealthTrust may convert the award status for such Product to an Optional Source Award with no change in pricing. For purchases of Equipment, Vendor represents and warrants that it shall maintain the minimum acceptable services levels set forth on Exhibit MASL.

8.0 Shipping Terms for Direct Purchases

For purchases made directly from Vendor, shipping terms and freight payment responsibility shall be in accordance with this Section 8.0 (Shipping Terms for Direct Purchases) and Exhibit B.

- 8.1. Freight Charges. If and to the extent freight charges are included in the Product's purchase price, Vendor represents and warrants that such charges will remain reasonable and market competitive. If freight charges are not included in the

Product's purchase price, Vendor shall invoice Purchaser only the actual amount the carrier charges Vendor to ship such Product. Under no circumstances (including Section 8.3 (Third Party Freight Management Service)) may Vendor charge any fees related to delivery by Vendor Personnel, any processing or minimum order fees, or any other shipping or handling charges whatsoever.

- 8.2. Packing and Risk of Loss. Vendor assumes all responsibility for proper packing of Products for safe shipment to Purchaser and in accordance with carrier requirements and applicable laws and regulations. Products shall be shipped F.O.B. Destination unless expressly provided otherwise in Exhibit B.
- 8.3. Third Party Freight Management Service. If freight is not included in the Product's purchase price, Vendor shall ship the Products using a Purchaser-designated freight management service upon request by such Purchaser. Delivery terms shall be F.O.B. Destination, bill Purchaser or Purchaser's designee, for payment by Purchaser to the carrier directly. If Vendor fails to ship Products through the designated carrier, Vendor shall reimburse Purchaser for the total freight charges incurred by Purchaser.
- 8.4. Inspection. Upon inspection at any time after receipt, Purchaser may reject Products that (i) are found not to comply with Purchaser's purchase order, including quantities and delivery time; (ii) in any way fail to comply with the warranties provided under this Agreement or with applicable law; or (iii) are damaged in shipment. Purchaser may hold any Product rejected for reasons described in this Agreement pending Vendor's instructions, or Purchaser, at Purchaser's option, may return such Products to Vendor at Vendor's expense, F.O.B. Origin, Freight Collect.

9.0 Representations and Warranties for Products and Services; Disclaimer of Liability

- 9.1. Product Warranties. Vendor represents and warrants to HealthTrust and Purchasers that the Products when received by Purchaser:
 - 9.1.1 are new, unadulterated and not used, remanufactured or reconditioned (unless specified in the Purchaser's order);
 - 9.1.2 are free from defects, whether patent or latent, in design, materials or workmanship;
 - 9.1.3 have packaging, labeling and inserts that conform to and comply with the requirements of all applicable industry, accreditation, commission and regulatory standards, and applicable federal, state and local laws, regulations and ordinances (including those of the Joint Commission and Medicare/Medicaid conditions of participation);
 - 9.1.4 conform with statements in Vendor's Product inserts, advertising literature, user documentation, specifications, and written warranties for the Products;

- 9.1.5 are marked with an industry standard barcode for each unit of measure associated with each Product;
- 9.1.6 carry a safety mark, if required by OSHA, from a National Recognized Testing Laboratory (“NRTL”) for use of electrical equipment in a public facility (as specified in the OSHA 29 C.F.R. Standards, Part 1910, Subpart S-Electrical, Sec 1910.399, including any amendments thereto);
- 9.1.7 are listed with Underwriters Laboratory (“UL”) or a nationally recognized testing laboratory as suitable for use in a healthcare facility, if such listing is available for Products; if Products include medical electrical equipment, Products shall meet or exceed the requirements of either UL-544 or UL 60601-1 Medical Electrical Equipment, Part 1: General Requirements for Safety, as amended or superseded, or the then most current UL, National Fire Protection Association (“NFPA”) 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices (references to UL or NFPA code sections in this Section 9.1 (Product Warranties) shall also be deemed to apply to any amendments or superseding sections thereto);
- 9.1.8 if the Products are electrically powered, each Product is provided with a heavy-duty grade power cord that meets the requirements of UL-544, UL 60601-1, or NFPA 99 § 8-4.1 (and subsets) or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices; the adapters and extension cords, if needed, for the use of this Product, meet the requirements of NFPA 99 § 8-4.1.2.5 or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices; and to the extent other requirements of NFPA apply to any Product, whether or not specifically referenced in this Agreement, Products will comply with such applicable NFPA standards;
- 9.1.9 to the extent applicable, meet the requirements of NFPA 99 for Health Care Facilities, Chapter 8 or UL 544 or UL 2601-1 or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices, with maximum leakage current not to exceed the values set forth in NFPA 99 § 7-5.1.3 or 7-5.2 or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices, as applicable. (Actual leakage current test values for Products shall be furnished by Vendor at the request of HealthTrust or any Purchaser);
- 9.1.10 if the Products are equipment intended for use in an operating room environment or other location with anesthetizing equipment, each Product is labeled in accordance with NFPA 99 § 9-2.1.8.3 or the then most current

UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices; each Product label shall indicate whether it is suitable for use in anesthetizing locations under the requirements of NFPA 70 § 13-4.1 and 99 § 7-5.1 or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices; if Product is intended to be used in locations where flammable anesthetics are used, the Product shall be marked in accordance with NFPA 70 § Article 505-9 or the then most current UL, NFPA 99, NFPA 70, FDA, or other applicable standard/code that addresses the safety and marking requirements of electrical medical devices;

9.1.11 if the Products are equipment, each Product is shipped with an operator or user manual (may be in compact disc form or downloaded from Vendor's website) that includes:

- 9.1.11.1 Illustrations that show locations of controls;
- 9.1.11.2 Explanation of the function of each control;
- 9.1.11.3 Illustrations of proper connection to the patient and other equipment;
- 9.1.11.4 Step-by-step procedures for proper use of the appliance;
- 9.1.11.5 Safety precautions (or considerations) in application and in servicing;
- 9.1.11.6 Effects of probable malfunctions on patient and employee safety;
- 9.1.11.7 Difficulties that might be encountered, and care to be taken if the Product is used on a patient at the same time as other electric devices;
- 9.1.11.8 Circuit diagrams for the particular Product shipped;
- 9.1.11.9 Functional description of the circuits in Product;
- 9.1.11.10 Power requirements, heat dissipation, weight, dimensions, output current, output voltage and other pertinent data for the Product;
- 9.1.11.11 All other warnings and instructions necessary to operate the equipment safely, effectively, and efficiently; and
- 9.1.11.12 Troubleshooting guide;

9.1.12 if the Products are equipment, each Product contains:

- 9.1.12.1 Condensed operating instructions clearly and permanently displayed on the Product itself;
- 9.1.12.2 Nameplates, warning signs, condensed operating instructions, labels, etc. that are legible and will remain so for the expected life of the Product under the usual stringent hospital service cleaning conditions;

- 9.1.12.3 Labeling in compliance with the medical device labeling requirements under the applicable FDA rules, regulations, and guidelines; and
 - 9.1.12.4 Labeling that provides all other warnings and instructions necessary to operate the equipment safely, effectively, and efficiently; and
- 9.1.13 are: (i) not “tracked devices” (as defined in 21 C.F.R. § 821.1, as such may be amended from time to time), unless Vendor provides the tracking requirements applicable to such Product in Exhibit B; and (ii) if any Product is a “tracked device,” the disclosures in Exhibit B regarding the applicable tracking requirements for such Product are true and accurate.
- 9.2. Product Failures. If any Product purchased under this Agreement fails to function in accordance with the warranties stated in this Agreement within the warranty period stated in Exhibit B, then Vendor shall promptly repair or replace the Product, at Purchaser’s option, at no additional cost to Purchaser. If the Product is an implanted medical device that is removed from a patient due to such failure to function, Purchaser shall have the additional option to require that Vendor refund the original purchase price, including any shipping fees and taxes paid by Purchaser.
- 9.3. Good Title. Vendor represents and warrants to HealthTrust and Purchasers that Vendor has good title to the Products supplied and that the Products are free and clear from all liens, claims and encumbrances.
- 9.4. Intellectual Property Rights.
- 9.4.1 Warranty of Non-Infringement. Vendor represents and warrants to HealthTrust and Purchasers that it has investigated the design and specifications for all Products to determine if any of the Products (or the possession or use thereof) infringe or misappropriate the patent, trade secret, trademark, copyright or other intellectual property rights of any third party, and has determined that, and hereby represents and warrants to HealthTrust and Purchasers that the Products and the possession and use thereof by Purchasers in the manner intended by Vendor do not infringe or misappropriate the patent, trade secret, trademark, copyright or other intellectual property rights of any third party.
 - 9.4.2 Remedies. If a Product is alleged to infringe or misappropriate, in whole or in part, or is believed by Vendor to infringe upon any copyright, patent or trademark, or misappropriate any trade secret of a third party in whole or in part, Vendor, at Vendor’s sole expense, may elect to, within thirty (30) days of receipt of notice of infringement or misappropriation: (i) modify the Product so that such Product is non-infringing and functionally equivalent; (ii) replace the Product with a non-infringing product that is functionally equivalent; or (iii) obtain the right for Purchasers to continue using the

Product. If none of the foregoing occurs within the thirty (30) day period, then Vendor shall promptly refund all amounts paid for: (1) the Products that are alleged to infringe or misappropriate and (2) other Products and Services that were purchased for use with the allegedly infringing or misappropriating Products. To the extent applicable, Purchasers will return to Vendor, at Vendor's expense, any remaining inventory of any applicable Product. Pursuant to Section 10.0 (Indemnity), Vendor further agrees to indemnify HealthTrust and Purchasers against any claim of infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right, resulting from the possession or use of the Products.

9.4.3 No Additional Fees. If the Products and the use thereof are covered by any intellectual property rights of Vendor or its Affiliates, provided Purchaser has paid the purchase price for the Products, Purchaser shall have the right to use the Products in the manner intended by Vendor without paying any additional fees to Vendor or Vendor's Affiliates.

9.5. Services Warranties. Vendor represents and warrants to HealthTrust and Purchasers that:

- 9.5.1 the Services conform with statements in Vendor's advertising literature, user documentation, specifications, and written warranties for the Services, including any project-specific Service warranties and any Services warranties stated herein;
- 9.5.2 the Services provided conform to the requirements of all applicable industry, accreditation, committee and regulatory standards and applicable federal, state and local laws, regulations and ordinances (including those of the Joint Commission and Medicare/Medicaid conditions of participation);
- 9.5.3 the Services shall be performed timely, in a workman-like manner, consistent with industry standards, and only by Vendor Personnel that have been sufficiently trained to perform assigned Services; and otherwise in conformance with any standards provided in any Exhibit to this Agreement;
- 9.5.4 Vendor shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for the provision of Services;
- 9.5.5 Vendor will not employ or use any individual to perform Services who is not legally authorized to work in the United States; and
- 9.5.6 Vendor shall (and shall require that any Subcontractors shall) (i) retain exclusive responsibility for the payment of wages, salaries, benefits, taxes and/or other payments to, or in respect of, Vendor Personnel; (ii) remain the common law employer of Vendor Personnel; (iii) retain the authority to manage, direct and control the day-to-day work of Vendor Personnel; and (iv) inform Vendor Personnel in writing that they are not eligible to receive

benefits offered to employees of customers of Vendor and/or Subcontractor (in a manner inclusive of HealthTrust, any Purchaser and/or their respective Affiliates) and retain written confirmation of same.

- 9.6. Training. Vendor represents and warrants that if Vendor Personnel provide Product training to Purchaser employees or physicians: (i) the predominant purpose of the training is provide instruction on the use of the Products consistent with the Products specifications and intended use; (ii) the training is not for instruction on how to market the Products or procedures using the Products; (iii) the training is not intended to encourage investment in Vendor; (iv) the training is not for instruction on how to bill any Healthcare Program; and (v) the training has no substantial independent value to Purchaser employees or physicians.
- 9.7. Recalls. Vendor will promptly notify HealthTrust upon becoming aware of any patient safety issue involving the Products or Services. If any Product or any of its components is subject to recall as that term is defined under 21 C.F.R. Part 7, or a voluntary recall by Vendor, or is subject to an FDA-initiated court action for removing or correcting violative, distributed products or components (any of the foregoing being referred to as a "Recall"), Vendor shall notify Purchasers and HealthTrust within twenty-four (24) hours after becoming aware of any Recall or after Vendor provides notice of the Recall to the FDA. Notices to HealthTrust shall be sent by e-mail to:

vendorrecall@healthtrustpg.com

Vendor will comply with any process mandated by the FDA, if applicable, to address such Recall with each Purchaser. If a Recall notice suggests or requires that a Product or any component of a Product be returned or otherwise removed from use, Purchasers shall have the right to return to Vendor or Distributor (if purchased from a Distributor) any such Products at Vendor's expense, including return shipping, and Vendor shall reimburse Purchaser for its original costs, including freight, in acquiring such Product. For any other Recall, which provides Purchaser the option of Vendor repair or replacement of the Product, if Vendor is unable to do so to Purchaser's satisfaction, Purchaser shall have the right to return the Product for reimbursement and refund at Vendor's expense as provided in the preceding sentence. To the extent such Recall precludes Vendor from supplying any Products or Services under this Agreement, any Purchaser compliance requirements or purchase requirements under this Agreement or any Purchaser-Specific Agreement shall not be effective for as long as Vendor is unable to supply such Products, and a Purchaser's pricing will not change for failure to meet the compliance or purchase requirements during the Vendor's inability to supply.

- 9.8. Business Continuity Plan. Vendor represents and warrants to HealthTrust and Purchasers that it has and shall maintain a business continuity and disaster recovery plan to enable delivery of Products or Services upon the occurrence of any event or circumstance beyond Vendor's reasonable control, including without limitation acts of God, war or terrorist attack, pandemic, riot, fire, explosion, catastrophic

weather event or natural disaster at its primary manufacturing and distribution locations, and agrees to review such plan with HealthTrust upon request.

9.9. Liability Limitations; Mitigation.

9.9.1 Neither Party nor any Purchaser shall be liable to the other for the other's special, consequential, punitive, incidental or indirect damages, however caused, on any theory of liability, and whether or not they have been advised of the possibility of such damages, except:

9.9.1.1 as may arise from a Party's or any Purchaser's gross negligence, willful misconduct, fraud or violation of applicable law or regulation;

9.9.1.2 as may arise from a Party's or any Purchaser's breach of Section 11.0 (Confidentiality); or

9.9.1.3 obligations pursuant to Section 9.7 (Recalls) or Sections 10.1 (Vendor Indemnification) and 10.2 (Comparative Fault).

9.9.2 Any reasonable costs and expenses incurred by HealthTrust and any Purchasers to mitigate or lessen any damages or harm caused by any failure of Products or Services to comply with the warranties referenced in this Agreement shall be considered direct damages.

9.9.3 Upon the occurrence of a termination event due to Vendor's breach, Purchaser's fulfillment of its payment obligations to any leasing or financing entities related to the applicable Products, Vendor Software or Equipment shall be considered direct damages recoverable by Purchaser under this Agreement.

10.0 Indemnity

10.1. Vendor Indemnification. Vendor agrees to and does defend, indemnify and hold harmless HealthTrust and each Purchaser, their respective Affiliates, successors, assigns, directors, officers, agents and employees ("HealthTrust Indemnitees") from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys' fees (collectively referred to as "Damages") arising out of or resulting from: (i) any claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action, arising out of or in connection with Products and/or Services, or the possession and/or use of the Products or Services ("Injury"); (ii) the breach or alleged breach by Vendor of the representations, warranties or covenants contained in this Agreement or in materials furnished by Vendor or any Vendor Personnel; or (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right resulting from the purchase of Products and/or Purchasers' possession and use thereof, as well as from receipt of any Services provided under this Agreement.

- 10.2. Comparative Fault. If an Injury is caused by the negligence or fault of both Vendor (and/or any Vendor Personnel), on the one hand, and any of the HealthTrust Indemnitees, on the other hand, the apportionment of said Damages shall be shared between Vendor and such HealthTrust Indemnitees based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto.
- 10.3. Indemnification Process. If any demand or claim is made or suit is commenced against a HealthTrust Indemnitee for which Vendor has an indemnity obligation under this Section 10.0 (Indemnity), written notice of such shall be provided to Vendor, Vendor shall undertake the defense of any such suit, and such HealthTrust Indemnitee shall cooperate with Vendor in the defense of the demand, claim or suit to whatever reasonable extent Vendor requires and at Vendor's sole expense. Vendor shall have the right to compromise such claim at Vendor's expense for the benefit of such HealthTrust Indemnitee, except that prior written consent of the HealthTrust Indemnitee is required if such compromise would seek to obligate a HealthTrust Indemnitee in any respect. Notwithstanding the foregoing, if Vendor fails to assume its obligation to defend, a HealthTrust Indemnitee may do so to protect its interest and seek reimbursement from Vendor.
- 10.4. Reimbursement of Costs for Third Party Litigation. With respect to any litigation involving only one of the Parties or any of its Affiliates (the "Litigating Party"), if any subpoena or other legally binding request related to such litigation is served on the other Party (or on any Purchaser if Vendor or any of its Affiliates is the Litigating Party) (the "Subpoenaed Party") requesting copies of documents maintained by the Subpoenaed Party, the Litigating Party shall reimburse the Subpoenaed Party for its out-of-pocket costs associated with compliance with such request, including reasonable attorneys' fees.

11.0 Confidentiality

- 11.1. Confidentiality Obligations. During the Term and surviving its expiration or termination, both Parties will regard and preserve as confidential and not disclose publicly or to any third party (other than their respective Affiliates) the Confidential Information of the other Party, its Affiliates or any Purchaser. Subject to Section 11.2 (Permitted Uses of Confidential Information), each Party agrees to use the Confidential Information of the other Party, its Affiliates or any Purchaser solely for purposes of performing its obligations under this Agreement. All Confidential Information shall remain the property of the Disclosing Party.
- 11.2. Permitted Uses of Confidential Information. Notwithstanding the definition of Confidential Information or any provision to the contrary contained in this Agreement: (i) HealthTrust, HealthTrust's Affiliates, and Purchasers shall have the right to use Vendor pricing information on Products and Services for their internal analyses (including their materials management and group purchasing organization functions) and to disclose such information to third party consultants for

performance of such analyses pursuant to a confidentiality agreement; (ii) HealthTrust shall have the right to disclose terms and pricing information and provide copies of this Agreement to Participants, potential purchasers of any Participant, potential Participants, its/their Affiliates and any third party consultants of any of the foregoing, provided such disclosure is made pursuant to a confidentiality agreement; (iii) HealthTrust and Purchasers shall have the right to provide Product and Service pricing information to third party e-commerce companies that process orders between Purchasers and Vendor; and (iv) any Receiving Party shall have the right to disclose information which such Receiving Party is requested or required to disclose by law, court order, subpoena or government agency request, provided that immediate notice of such request is given to the Disclosing Party (unless such notice is prohibited by law or court or government agency order) to provide the Disclosing Party with an opportunity to oppose such request for disclosure. Any confidentiality agreement required by this Section 11.2 (Permitted Uses of Confidential Information) shall have terms that are at least as strict as those contained in Section 11.1 (Confidentiality Obligations) and this Section 11.2 (Permitted Uses of Confidential Information).

- 11.3. HIPAA Requirements. Vendor acknowledges that many Purchasers are “covered entities” and/or “business associates” as those terms are defined at 45 C.F.R. § 160.103. To the extent applicable to this Agreement, Vendor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the “Federal Electronic Transactions Regulations”), all as may be amended and/or supplemented from time to time (all collectively referred to herein as the “HIPAA Requirements”). Vendor shall not use or further disclose any “Protected Health Information,” including “Electronic Protected Health Information” (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Vendor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services (“HHS”) to the extent required for determining compliance with the HIPAA Requirements. Vendor agrees to enter into any further agreements as necessary to facilitate compliance with the HIPAA Requirements.
- 11.4. Data Use. Vendor shall not distribute, sell, market or commercialize data (whether or not deemed Confidential Information) made available by HealthTrust or Purchasers or related to purchases by Purchasers, create derivative products or applications based on such data, or otherwise use such data in any manner not expressly permitted in this Agreement or permitted in writing by the Purchaser.

12.0 Insurance

Vendor shall maintain, at its own expense and in the minimum amounts specified in Exhibit B, commercial general liability insurance (including coverages for product liability, completed operations, contractual liability and personal injury liability) on an occurrence or claims-made basis covering Vendor for claims, lawsuits or damages arising out of its performance under this Agreement, and any negligent or otherwise wrongful acts or omissions by Vendor or any Vendor Personnel, with HealthTrust and Purchasers as additional insureds on a primary and non-contributory basis. HealthTrust and/or a Purchaser shall have the right to revoke their additional insured status at any time. If such coverage is provided on a claims-made basis, such insurance shall continue throughout the Term, and upon the termination or expiration of this Agreement, or the expiration or cancellation of the insurance, Vendor shall: (i) renew the existing coverage, maintaining the expiring policy's retroactive date; or (ii) purchase or arrange for the purchase of either an extended reporting endorsement ("Tail" coverage) from the prior insurer, or "Prior Acts" coverage from the subsequent insurer, with a retroactive date on or prior to the Effective Date and, in either event, for a period of three (3) years following the termination or expiration of this Agreement. Vendor shall also maintain Automobile Liability insurance with limits of one million dollars (\$1,000,000.00) per accident, Worker's Compensation with statutory limits as applicable, and Employer's Liability insurance with limits of one million dollars (\$1,000,000.00). Vendor shall provide HealthTrust with a copy of all certificates of insurance evidencing the existence of all coverage required under this Agreement upon request. Vendor shall provide HealthTrust with no fewer than thirty (30) days prior written notice of a material reduction in the liability policies of Vendor. For avoidance of doubt, any insufficiency of Vendor's insurance limits or denial of coverage by Vendor's insurance carriers shall in no way limit Vendor's liability for damages under this Agreement.

13.0 Termination of Agreement

- 13.1. Termination with Cause. In addition to any other termination rights set forth in this Agreement, Vendor and HealthTrust each shall have the right to terminate this Agreement in its entirety or with respect to certain Products or Services for Cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the Cause. Vendor and any Purchaser each shall have the right to terminate any of their respective obligations under this Agreement (or Purchaser-Specific Agreement, if any) as to the other for Cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the Cause.
- 13.2. Termination without Cause. HealthTrust shall have the right to terminate this Agreement in its entirety or with respect to certain Products or Services, without Cause and without any liability to Vendor for such termination, by providing at least sixty (60) days' prior written notice to Vendor.
- 13.3. Change of Control. Except in the event of a "significant organizational transaction" (as defined in Section 19.3 (Assignment)), HealthTrust also shall have the right to terminate this Agreement in its entirety or with respect to certain Products or

Services, by providing sixty (60) days prior written notice to Vendor, upon the transfer, directly or indirectly, by sale, merger or otherwise, of: (i) substantially all of the assets of Vendor or its ultimate parent or any permitted assignee (upon assignment to such assignee); or (ii) fifty percent (50%) or more of the ownership interest of Vendor, its ultimate parent or any such permitted assignee.

- 13.4. Remedies. Subject to the provisions of Section 19.8 (Survival of Terms; Beneficiaries), any termination by either Party, whether for breach or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party, or between Vendor and any Purchaser, that preceded termination. No specific remedy set forth in this Agreement shall be in lieu of any other remedy to which a Party or any Purchaser may be entitled pursuant to this Agreement or otherwise at law or equity.
- 13.5. Effect of Expiration or Termination. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement expires or is terminated without a replacement agreement for Products and Services between the Parties, and any separate agreement entered into directly by a Purchaser with Vendor remains in effect, the provisions of this Agreement, including those relating to the payment of GPO Fees and Rebates (if any), shall survive and be deemed incorporated into such separate agreement, and shall remain in full force and effect until: (i) such Purchaser ceases being a Participant of HealthTrust, or (ii) such separate agreement is terminated or expires.
- 13.6. Transition. The Parties agree that, upon request of HealthTrust, the Expiration Date shall be extended for a period of ninety (90) days if HealthTrust, in its reasonable discretion, deems such extension necessary to assist Purchasers with a smooth transition from purchasing under this Agreement to purchasing under any other agreement. Notwithstanding the foregoing, no purchasing requirements or compliance level commitments shall be applicable during this transition period.

14.0 Compliance Requirements; Books and Records; Credentialing

- 14.1. Compliance with Applicable Law; Vendor Licensure. Each Party represents and warrants to the other Party (and in the case of Vendor, to the Purchasers as well) that each of its and its Affiliates' performance under this Agreement will at all times comply with all applicable federal, state and local laws, ordinances and regulations. Vendor represents and warrants to HealthTrust and Purchasers that each of Vendor and its Affiliates has obtained and will obtain and maintain during the Term all licenses, permits and approvals required by applicable laws and regulations for each of its and its Affiliates' performance under this Agreement.
- 14.2. Child Labor and Human Trafficking. Vendor represents and warrants to HealthTrust and Purchasers that Vendor, any Subcontractors, and its manufacturers of Products prohibit any form of human trafficking, child labor or other exploitation of children, in compliance with applicable labor and employment laws and standards, including the International Labour Organization's Minimum Age

Convention (No. 138). Vendor further represents and warrants that it undertakes periodic inspections or reviews of any Subcontractors and manufacturers of Products to ensure compliance with the foregoing and disqualifies such Subcontractors and manufacturers determined to be non-compliant.

14.3. Conflict Minerals. Vendor agrees that it will comply with U.S. Securities and Exchange Commission disclosure rules and other regulations regarding “conflict minerals”, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, and that it will undertake periodic inspections of any Subcontractors and manufacturers of Products to ensure compliance with the foregoing.

14.4. Access to Vendor Records.

14.4.1 To the extent the requirements of 42 C.F.R. § 420.300 *et seq.* are applicable to the transactions contemplated by this Agreement, Vendor shall make available to the Secretary of HHS, the Comptroller General of the Government Accountability Office (“GAO”) and their authorized representatives, all contracts, books, documents and records relating to the nature and extent of charges under this Agreement until the expiration of six (6) years after Products and Services are furnished under this Agreement if Products or Services are of the type reimbursable under Medicare or any other government healthcare program.

14.4.2 If Vendor subcontracts with an organization “related” to Vendor to fulfill Vendor’s obligations under this Agreement, and if said subcontract is worth ten thousand dollars (\$10,000.00) or more over a consecutive twelve (12) month period, Vendor shall ensure that such subcontract contains a clause substantially identical to Section 14.4.1, which permits access by the HHS, GAO and their representatives to the “related” organization’s books and records.

14.5. Discount Laws and Regulations.

14.5.1 Vendor agrees to comply with 42 U.S.C. § 1320a-7b(b)(3)(A) and the “safe harbor” regulations regarding discounts or other reductions in price set forth at 42 C.F.R. § 1001.952(h).

14.5.2 Vendor shall include language in each invoice sufficient to advise Purchasers of whether or not such invoice reflects a Rebate or other reduction in price, or is net of any discounts, applicable to the Products and/or Services purchased.

14.5.3 When Vendor sends Purchasers invoices listing charges that include a capital cost component (e.g., equipment that must be either capitalized or reported as lease expense) and/or an operating cost component (e.g., services and/or supplies), Vendor shall separately list the prices, shipping fees and taxes applicable to equipment, supplies and services. The price for all capital component items must be reported on the invoice at the net price,

with no discount or Rebate to be received separately or at a later point in time.

14.6. Government Contractor Requirements. HealthTrust is not a federal government contractor; however, some of the Purchasers that will purchase from Vendor under this Agreement may be federal government contractors or subcontractors. If applicable, Vendor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Vendor may also be subject to the Executive Order 13496 and implementing regulations at 29 C.F.R. Part 471, Appendix A to Subpart A.

14.7. Audit Rights.

14.7.1 Right to Audit Vendor. HealthTrust shall have the right to review Vendor's books, documents and records (whether in hard copy, electronic or other form) that pertain directly to the accounts of HealthTrust, Purchasers, and their Affiliates, Vendor's compliance with the terms of this Agreement, the amounts payable to Vendor under this Agreement, and the GPO Fees and Rebates payable by Vendor for the Products and Services provided by Vendor hereunder. HealthTrust shall exercise such right only during normal business hours and with reasonable advance notice to Vendor. The audit may be conducted by employees of HealthTrust or its Affiliates (including contract employees) or by an external auditing firm selected by HealthTrust.

14.7.2 Methodology. The methodology for such audit may include sampling and extrapolation in accordance with standard statistical estimations. In connection with any such audit, Vendor shall provide an aging report, as well as a report containing the following data fields: GPOID, GTIN, GLN, COID, Customer Number, Facility/Customer Name, Street Address, City, State, Invoice Date, Invoice Number, PO Number, HealthTrust Contract Number, Contract Name and Description, Product/Item Number, Product/Item Description, Unit of Measure, Quantity Shipped, Unit Price, Extended Price, UOM Conversion Factor, and UOM Type. HealthTrust reserves the right to reasonably request, and Vendor agrees to provide, any additional data pertinent to the audit. At the request of HealthTrust, the records requested shall be provided to HealthTrust in electronic form.

- 14.7.3 Costs. The cost of the audit, including the cost of the auditors, shall be paid by HealthTrust. HealthTrust shall have no obligation to pay any costs incurred by Vendor or Vendor Personnel in cooperating with HealthTrust in such audit.
- 14.7.4 Audit Executive Summary and Payments. Upon completion of the audit, Vendor will be notified in writing of the results (an "Executive Summary"). If no response to the Executive Summary is received from Vendor within thirty (30) days following its issuance, the Executive Summary shall be deemed accepted by Vendor, and HealthTrust will issue an invoice to Vendor for any amounts due. Vendor shall pay HealthTrust for proper application and allocation, the amount of any overcharges and unapplied credits (as to Purchasers) and underpayments (as to HealthTrust) determined by the audit within thirty (30) days from receipt of an invoice from HealthTrust; Vendor shall not use the overcharges or underpayments as a set-off in any fashion. Payment by Purchasers of negotiated prices for Products that are less than those listed in Exhibit A shall not be considered to be undercharges and shall not be applied to reduce the amount of any overcharges by Vendor. The unpaid amount of any overcharges or underpayments shall be subject to a late payment fee as stated in Section 3.5 (Late Fees). If the result of the audit is that Vendor has overpaid GPO Fees to HealthTrust, such overpayment may be used as a credit against future GPO Fees payable by Vendor to HealthTrust.
- 14.7.5 Disputes; Settlement Exclusions. The Parties agree to use good faith efforts to resolve any dispute that may arise from any Executive Summary issued pursuant to Section 14.7.4 (Audit Executive Summary and Payments). If HealthTrust and Vendor enter into any settlement with respect to an audit conducted hereunder, each Purchaser shall have the right to be excluded from such settlement, provided that the pro rata portion of such settlement paid by Vendor that is allocable to such Purchaser is refunded by HealthTrust.
- 14.8. Validation Reviews. Section 14.7 (Audit Rights) shall not be construed in any way to preclude or otherwise limit HealthTrust or any Purchasers from conducting limited-in-scope reviews of charges by Vendor for purchases by such Purchasers under this Agreement and of GPO Fees and Rebates paid in connection with those purchases, to validate the accuracy thereof. HealthTrust shall also have the right, at any time, to request from Vendor a copy of its list of Participants to validate the accuracy thereof. Vendor shall correct any inaccuracies discovered by the foregoing reviews. For clarification purposes, such reviews will not be conducted at Vendor's premises or offices.
- 14.9. Warranty of Non-exclusion. Vendor represents and warrants to HealthTrust, Purchasers and their Affiliates that Vendor and its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-

7b(f) or any state healthcare program (collectively, the “Healthcare Programs”); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the “Warranty of Non-exclusion”). Vendor’s representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the Term, and Vendor shall immediately notify HealthTrust of any change in the status of the representations and warranties set forth in this Section 14.9 (Warranty of Non-exclusion). Any breach of this Section 14.9 (Warranty of Non-exclusion) shall give HealthTrust the right to terminate this Agreement immediately.

14.10. Background Checks. Vendor agrees to perform background checks on any Vendor Personnel who have access to, or may have access to, any Purchaser facility for the purpose of delivering, maintaining, servicing, or removing equipment and/or Products or participating in surgical procedures in which the Products are used, or for the purpose of providing Services, to ensure such Vendor Personnel: (i) are not then-currently excluded, debarred or otherwise ineligible to participate in any Healthcare Program (as defined in Section 14.9 (Warranty of Non-exclusion); (ii) have not been convicted of a criminal offense related to the provision of healthcare items, products or services; (iii) have not been convicted of any felony or are not then-currently charged with any felony; (iv) as discovered through any background check or based upon Vendor’s knowledge, have not been terminated from employment by any employer or contractor for theft, misappropriation of property, or any other potentially illegal or unethical acts; and (v) have the appropriate I-9 documentation. Vendor shall not use any Vendor Personnel that does not have the appropriate I-9 documentation to provide Products and/or Services to any Purchaser under this Agreement. Vendor shall obtain a Purchaser’s prior written consent before using any Vendor Personnel failing to meet any of the criteria in (i) – (iv) above to provide Products and/or Services to any Purchaser under this Agreement or permitting any such Vendor Personnel to have access to any Purchaser facility. Any breach of this Section 14.10 (Background Checks) shall give HealthTrust the right to terminate this Agreement immediately.

14.11. Credentialing. Vendor represents and warrants the following to HealthTrust and Purchasers:

14.11.1 Purchaser Credentialing Requirements. Vendor Personnel shall be in compliance with such Purchaser’s credentialing, approval and other policies required to visit the premises of a Purchaser, as applicable, including paying all related fees and submitting all information required by Purchaser and/or Purchaser’s credentialing verification organization in the required format and maintaining the accuracy of such information during the Term, which may include: (i) completed applications including scope of services requested; (ii) information required to conduct background investigations, including social security number(s);

(iii) letters of compliance; (iv) current licensure and applicable certifications; (v) health requirements verification; (vi) certificate(s) of insurance; (vii) proof of Purchaser educational requirements completion; (viii) Vendor's job description; (ix) proof of HIPAA training; and (x) proof of operating room protocols training;

- 14.11.2 Purchaser Network Access Requirements. As a condition precedent to any Vendor Personnel gaining or utilizing access to any Purchaser's information technology systems or networks if required to perform Services, Vendor shall (i) execute, and ensure that all Vendor Personnel providing Services utilizing such access execute, the applicable network access agreement(s), in the form(s) provided by such Purchaser; and (ii) submit all information required by such Purchaser, including the information set forth in Section 14.11.1 (Purchaser Credentialing Requirements) hereof; and
- 14.11.3 List of Vendor Personnel. Vendor shall provide to each Purchaser, upon request in the requested format, a list of Vendor Personnel providing Services on the premises of such Purchaser, and shall maintain the accuracy of such list of Vendor Personnel during the Term.
- 14.12. Potential Conflicts. Vendor shall notify HealthTrust and any applicable Participants of any potential conflict of interest between Vendor Personnel selling Products and any such Participants or their employees, representatives or independent contractors (including physicians) possibly involved in the purchasing decision process.
- 14.13. No Remuneration. Vendor represents and warrants to HealthTrust and Purchasers that Vendor has not made, is not obligated to make, and will not make any payment or provide any remuneration or items of intrinsic value to any third party or to HealthTrust, Purchasers or their directors, officers or employees in return for HealthTrust entering into this Agreement or for any business transacted under this Agreement (excluding GPO Fees and Rebates).
- 14.14. Industry Code of Conduct. Vendor represents and warrants that, in performing Vendor's obligations under this Agreement, it and Vendor Personnel shall comply with a code of conduct applicable to Vendor's industry.
- 14.15. HealthTrust Code of Conduct. Vendor acknowledges that HealthTrust has standards of conduct relating to ethics and compliance matters that may arise between a vendor and HealthTrust or a HealthTrust employee, covering topics including conflicts of interest, business courtesies and vendor participation in HealthTrust events. These standards are described in HealthTrust's code of conduct and related policies and procedures, which may be accessed at <https://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>. If Vendor becomes aware of any action by any HealthTrust employee or representative that is not consistent with the HealthTrust code of conduct, Vendor shall so advise

HealthTrust's Ethics & Compliance Officer by phone at 615-344-3000, in writing to HealthTrust's principal place of business, or by calling HealthTrust's Ethics Line at 1-800-345-7419 where calls may be made anonymously if desired.

14.16. Physician Ownership Interests and Compensation Arrangements

14.16.1 Physician Ownership Interests. Vendor represents and warrants that it is either (a) a publicly traded company with at least \$75 million in stockholders' equity at the end of its most recent fiscal year or on average during the previous three (3) fiscal years, or (b) no Physician or Immediate Family Member of a Physician has an Ownership Interest in Vendor or a business that is affiliated with Vendor unless the identity of such Physician has been previously disclosed in Vendor's Certification (defined in Section 14.16.3 (Certification, Notices of Changes and Termination) below). For purposes of this Section 14.16 (Physician Ownership Interests and Compensation Arrangements) only, a business that is considered affiliated with Vendor includes, but is not limited to, a parent entity, subsidiary, or other entity controlling, controlled by, or under common control with Vendor, with control meaning the direct or indirect power to govern the management and policies of the entity or the power to approve the entity's transactions through a management agreement or otherwise.

14.16.2 Physician Compensation Arrangements. Vendor represents and warrants that, with respect to any and all current and future compensation arrangements between Vendor and a Physician, an Immediate Family Member of a Physician, and any entity in which a Physician or an Immediate Family Member of a Physician has an ownership interest, such compensation arrangements:

14.16.2.1 constitute compensation consistent with fair market value for commercially reasonable and legitimate services under a signed written agreement;

14.16.2.2 do not vary with, or otherwise take into account, the volume or value of referrals or other business generated by the Physician for or with any hospital, ASC or health care facility, regardless of whether said compensation otherwise satisfies the special rules set forth in 42 C.F.R. § 411.354(d)(2) or (d)(3); and

14.16.2.3 if in the form of consulting, product development, royalty agreement or similar arrangements, expressly exclude from the compensation or royalty payment any revenues Vendor receives by virtue of the use of any product, item or service in question by the following: (i) the Physician or any Immediate Family Member of a Physician; (ii) any practice

group with which the Physician or any Immediate Family Member of a Physician is affiliated; (iii) any member, employee or consultant of a practice group of which the Physician or any Immediate Family Member of a Physician is affiliated; (iv) any hospital, ASC or health care facility with which the Physician is affiliated or has medical staff privileges; and (v) any individual or entity for which the Physician has any actual or potential ability to influence procurement decisions for goods, items or services.

14.16.3 Certification, Notice of Changes and Termination. Vendor has submitted a Physician Ownership & Compensation Certification (“Certification”) to HealthTrust and represents and warrants to the continued accuracy of the information provided therein. Vendor will submit a renewed and updated Certification upon request of HealthTrust. Vendor will also provide HealthTrust with thirty (30) days’ advance written notice prior to entering into any transaction inconsistent with the representations and warranties of Sections 14.16.1 (Physician Ownership Interests) and 14.16.2 (Physician Compensation Arrangements). Upon receipt of any such notice, HealthTrust may immediately terminate this Agreement, without penalty or prejudice, by written notice to Vendor.

14.16.4 Definitions for this Section. For purposes of this Section 14.16 (Physician Ownership Interests and Compensation Arrangements), the following terms have the following meanings. “Physician” means any person who is a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or chiropractor. “Immediate Family Member” of a person means that person’s husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; grandparent’s or grandchild’s spouse. “Ownership Interest” means any direct or indirect ownership or investment interest whether through equity, debt or other means, including but not limited to stock, stock options, warrants, partnership shares, limited liability company memberships, as well as loans and bonds.

14.17. Warranty of Non-Sanction. Vendor represents and warrants that neither Vendor, nor its directors, officers, employees, agents or subcontractors, is (i) a “specially designated national” or blocked person under U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) located, organized, or resident in Iran, Sudan, Syria, Cuba, North Korea or the Crimean region of Ukraine; or (iii) directly or indirectly owned or controlled by or acting on behalf of a person described in (i) or (ii) above.

15.0 Merger of Terms

- 15.1. Entire Agreement; Prior Agreement. This Agreement constitutes the entire agreement between the Parties and, as of the Effective Date, this Agreement replaces any existing agreement between HealthTrust and Vendor for purchases of products and services comparable to the Products and/or Services (each such existing agreement, a “Prior Agreement”). This Agreement shall exclusively govern the purchases of Products and/or Services by Purchasers that occur during the Term. The provisions of any Prior Agreement shall continue to apply to the products purchased under the Prior Agreement prior to the Effective Date of this Agreement, except that HealthTrust shall have the right, in its sole discretion, to apply the Audit Rights provisions set forth in the Prior Agreement or this Agreement to such purchases.
- 15.2. Other Documents. The terms of any purchase order issued by a Purchaser shall not apply to purchases of Products and/or Services hereunder, except as necessary to designate specific Products and/or Services, quantities, delivery dates, and other similar terms that may vary from order to order; the terms of this Agreement, to the extent applicable, shall be deemed incorporated into such purchase orders. The terms and conditions contained in any acceptance, invoice, bill of lading, or other documents supplied by Vendor are expressly rejected and superseded by this Agreement and shall not be included in any contract with a Purchaser. No commitment form, standardization incentive program acknowledgement, or any other document shall be required by Vendor to be signed by a Purchaser to purchase Products and/or Services under this Agreement, unless expressly stated in this Agreement or later approved in writing by HealthTrust. Any change to such documents that are attached to this Agreement shall first be approved in writing by both Parties. If this Agreement requires Participants to submit an electronic letter of commitment (“eLOC”), Vendor shall accept or reject each eLOC within ten (10) calendar days of each Participant’s submission to HealthTrust’s web-based eLOC portal, and eLOCs that have not been rejected by Vendor within ten (10) calendar days will be deemed accepted.
- 15.3. Conflicts. The terms of the body of this Agreement shall control in the event of any conflict between these terms and any Exhibit, Purchaser-Specific Agreement, and Vendor Product warranty (however provided), unless such document expressly states otherwise and has been approved in writing by HealthTrust.

16.0 Modifications of Terms

- 16.1. Amendments. This Agreement, as executed and approved, may only be modified by written amendment signed by the Parties expressly stating their intent to modify the terms of this Agreement, except with respect to transition period extension as set forth in Section 13.6 (Transition) and catalog number revisions as set forth in Section 16.2 (Informal Exhibit A Revisions).

- 16.2. Informal Exhibit A Revisions. The Parties may informally amend Exhibit A solely to revise catalog numbers for Products (“Exhibit A Revisions”) by delivery of desired Exhibit A Revisions from one Party to the other Party and a return delivery of such other Party’s consent to such Exhibit A Revisions, to become effective as agreed upon by the Parties.

17.0 Minority and Women Owned Business Enterprises

- 17.1. Contracting with MWBEs. In conjunction with HealthTrust’s efforts to involve MWBEs in its contracting process, HealthTrust may enter into purchasing agreements with MWBEs that will enable Participants to purchase supplies and/or equipment comparable to the Products under this Agreement. In such event, notwithstanding any other terms of this Agreement to the contrary, such agreement will not be deemed to be a breach of this Agreement by HealthTrust, nor will any purchases by Participants or their Affiliates from MWBEs (i) be deemed to be a breach of this Agreement or any Purchaser-Specific Agreement, or (ii) count against any purchasing requirements of a particular tier or any other compliance level commitments.
- 17.2. Reporting of MWBE Activity. Vendor shall identify and report in writing to HealthTrust at least semi-annually all MWBE activities in which it participates, specifically identifying such activities and purchases relating to Products and Services obtained under this Agreement (“MWBE Report”). The MWBE Report shall include the following information for each applicable reporting period: (i) a list of the each of Vendor’s MWBE Subcontractors (if any); (ii) their specific MWBE designation (as defined in Section 1.22 (“MWBE”)); (iii) any applicable HealthTrust agreement number(s); (iv) the associated products or services provided; and (v) Vendor’s direct and indirect spend with MWBEs individually and in the aggregate.

18.0 Environmental Disclosures; Reprocessing

- 18.1. Environmental Disclosures. Vendor acknowledges HealthTrust’s commitment to sourcing environmentally preferred products. Vendor shall, upon request of and in the format requested by HealthTrust or HealthTrust’s’ environmental health intelligence third party vendor submit responses regarding environmental health product attributes and overall corporate sustainability. Vendor shall support HealthTrust in validating the environmental health product attribute information, as necessary. HealthTrust reserves the right to contract for any product deemed necessary for environmental purchasing regardless of contract award status.
- 18.2. Reprocessing. A Purchaser or any of its Affiliates may, if applicable, contract with Vendor or a third party to reprocess Products or products comparable to the Products, and such reprocessing shall have no effect on such Purchaser meeting any compliance or purchase requirements for designated Products or any pricing therefor.

19.0 Miscellaneous

- 19.1. Publicity. No advertisement or public announcement of the existence of this Agreement or the relationship created by this Agreement may be made by either Party, unless such Party is required by law to do so, or the Parties agree to do so. In such event, the text of any proposed announcement should be first submitted in writing to the other Party in accordance with Exhibit B (Vendor contact information).
- 19.2. Vendor Name and Logos. Vendor authorizes HealthTrust to use Vendor's names and logos, as provided by Vendor to HealthTrust, on HealthTrust's proprietary public and non-public websites and other HealthTrust publications for Participants.
- 19.3. Assignment. Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Consent by either Party to such assignment in one instance shall not constitute consent by the Party to any other assignment. Any assignment without such prior written consent shall be void and have no effect. Notwithstanding the foregoing, the following shall not constitute an assignment for purposes of this Section 19.3 (Assignment): (i) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement to an Affiliate of the transferring Party; provided such Affiliate shall possess the financial and legal wherewithal sufficient to fulfill the obligations of the transferring Party under this Agreement; or (ii) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement in the event of a significant organizational transaction. For purposes of this Section 19.3 (Assignment), a "significant organizational transaction" means (a) a transaction such as, without limitation, a spin-off or sale of assets of a business, provided that the entity to which this Agreement is transferred was, in whole or in part, an Affiliate of the transferring Party immediately prior to such significant organizational transaction; or (b) an internal reorganization that results in the transferring Party being organized in one or more different legal entities or any other corporate form(s), whether through conversion, merger, or otherwise. Subject to the foregoing, all terms, conditions, covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon any successor and any permitted assignees of the respective Parties.
- 19.4. Subcontractors. Vendor may use Subcontractors in the performance of Vendor's obligations under this Agreement if the following additional conditions are met: (i) any Subcontractor shall satisfy the background check requirements set forth in Section 14.10 (Background Checks); and (ii) any Subcontractor must have signed Vendor's confidentiality agreement and/or business associate agreement (if applicable), in each case with terms at least as restrictive as those contained in this Agreement, prior to any involvement in the performance of Vendor's obligations under this Agreement. Vendor guarantees the proper classification of each Subcontractor and shall remain responsible for the full compliance by each Subcontractor of all duties and obligations that would otherwise apply to Vendor absent the use of such Subcontractor. Neither HealthTrust nor any Purchaser shall

have to assert or exhaust any remedies against any Subcontractor before asserting against Vendor or recovering from Vendor any Damages arising under any Injury or other claim, or exercising any indemnification or other rights under this Agreement.

19.5. Independent Contractor Relationship. The Parties agree that Vendor is an independent contractor and that this Agreement does not create any partnership, agency, employment, or joint venture relationship, or any right of either Party or its agents or employees to bind or obligate the other Party to any legal or financial obligation.

19.6. Governing Law and Venue.

19.6.1 Between the Parties. As between the Parties, this Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its principles of conflict of laws. Jurisdiction and venue for any dispute between Vendor and HealthTrust concerning this Agreement shall rest exclusively within the state and federal courts of Davidson County, Tennessee. Each of Vendor and HealthTrust waives all defenses of lack of personal jurisdiction and *forum non conveniens* related thereto.

19.6.2 Between Vendor and a Purchaser. As between Vendor and any one Purchaser, this Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the state in which such Purchaser is located (or, if as to multiple Affiliate Purchasers, the state of such Affiliate Purchasers' headquarters), without regard to its principles of conflict of laws. Jurisdiction and venue for any dispute between Vendor and any Purchaser concerning this Agreement shall rest exclusively in a court of competent jurisdiction located in the county and state in which such Purchaser is located (or, if as to multiple Affiliate Purchasers, the county and state of such Affiliate Purchasers' headquarters). Each of Vendor and Purchaser(s) waives all defenses of lack of personal jurisdiction and *forum non conveniens* related thereto.

19.7. Severability. If any provision of this Agreement should for any reason be held invalid, unenforceable or contrary to public policy, the remainder of the Agreement shall remain in full force and effect notwithstanding.

19.8. Survival of Terms; Beneficiaries. Any terms in this Agreement, which by their nature must survive after the Term to give their intended effect, shall be deemed to survive termination or expiration of this Agreement. Further, the covenants, representations and warranties, and the obligations of indemnity provided in this Agreement shall run to HealthTrust, Purchasers and their successors and permitted

assigns, and their applicability during the Term shall survive the termination or expiration of this Agreement.


- 19.9. Waivers. The waiver of any provision of this Agreement or any right, power or remedy under this Agreement shall not be effective unless made in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights under this Agreement shall operate as a waiver thereof.
- 19.10. Headings; Interpretations. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. In this Agreement, unless the context otherwise requires: (i) the term “days” means calendar days; and (ii) the term “including” shall mean, “including, without limitation.”
- 19.11. Notices. Notices under this Agreement shall all be in writing, shall be effective upon receipt and shall be sent to the designated recipients listed in Exhibit B by any of the following methods: (i) e-mail with return e-mail acknowledging receipt; (ii) United States Postal Service certified or registered mail with return receipt showing receipt; (iii) courier delivery service with proof of delivery; or (iv) personal delivery. Either Party may change the name and address of any of its designated recipients of notices by giving notice as provided for in this Agreement.
- 19.12. Counterparts; Execution. This Agreement and any amendments hereto may be executed by the Parties hereto by paper or electronic means, and individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.
- 19.13. No Revocation. Vendor understands and agrees that, following its partial-execution of this Agreement, a condition precedent to HealthTrust countersignature is completion of HealthTrust’s internal review and approval process for this Agreement, including approvals of applicable HealthTrust advisory boards. Vendor warrants that it shall not seek to withdraw, rescind or otherwise revoke this Agreement during HealthTrust’s internal review and approval process and further agrees and acknowledges that HealthTrust is acting in reliance on this Vendor warranty.
- 19.14. Definitions Exhibit. The Definitions Exhibit that defines the terms and conditions in the exhibits is attached and incorporated into this Agreement as Exhibit DEF.
- 19.15. Software as a Service Exhibit (SaaS) Exhibit. The Software as a Service Exhibit (SaaS) Exhibit is attached and incorporated into this Agreement as Exhibit SAAS.
- 19.16. On Premise Software Exhibit. The On Prem Software Exhibit is attached and incorporated into this Agreement as Exhibit On Prem.

- 19.17. Minimum Acceptable Service Levels Exhibit (MASL). The Minimum Acceptable Service Levels Exhibit (MASL) is attached and incorporated into this Agreement as Exhibit MASL.
- 19.18. Component Interoperability Exhibit. The Component Interoperability Exhibit is attached and incorporated into this Agreement as Exhibit CIS.
- 19.19. Professional Services Exhibit. The Professional Services Exhibit is attached and incorporated into this Agreement as Exhibit PROF.

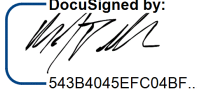
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representatives.

**HealthTrust Purchasing Group, L.P.,
By: HPG Enterprises, LLC, its general partner**

HealthTrust Signee: 
HealthTrust Signee Name: Michael Berryhill
HealthTrust Signee Title: COO
HealthTrust Signature Date: 8/24/2022

Probo Medical, LLC

Vendor Signee: 
Vendor Signee Name: Mike Dilick
Vendor Signee Title: EVP, North America
Vendor Signature Date: 8/10/2022

Exhibits List

The following Exhibits are part of the Agreement and are incorporated by reference.

- A. Products and Services with Prices
- B. Specific Purchasing Terms
- DEF. Definitions
- SAAS. Software as a Service Exhibit (SaaS)
- ON PREM. On Premise Software Exhibit
- MASL. Minimum Acceptable Service Levels Exhibit (MASL)
- CIS. Component Interoperability Exhibit
- PROF. Professional Services Exhibit
- Pre-Owned Pre-Owned Equipment Exhibit

Exhibit A
Products and Services with Prices

Products: Refurbished diagnostic imaging equipment (see attached)

- Rebates: N/A
- Direct: Yes
- Distributor: N/A

If Products are available under this Agreement through a Distributor, Vendor is responsible for inbound freight charges on such Products to a Distributor's warehouse. Vendor shall also ship Products to each Distributor in the units of measure stated in this Exhibit A.

The purchase prices listed in this Agreement for Products available through a Distributor are shown net to Distributor.

Services: none listed.

- Rebates: N/A
- Prices: N/A

Vendor shall provide instruments and any other items used in connection with the Products and/or Services listed in this Agreement or this Exhibit A at no additional cost.

Part Number	Part Description	UOM	UOM Factor	HPG Base Price
HT-1000001	GE LogiqE Next Gen w/ 1 Year Premium Warranty	EA	1	\$15,000.00
HT-1000002	GE Voluson E10 BT 16 w/ 1 Year Premium Warranty	EA	1	\$46,000.00
HT-1000003	GE Voluson E10 BT 17 w/ 1 Year Premium Warranty	EA	1	\$53,000.00
HT-1000004	GE Voluson E10 BT 18 w/ 1 Year Premium Warranty	EA	1	\$59,000.00
HT-1000005	GE Voluson E10 BT 19 w/ 1 Year Premium Warranty	EA	1	\$66,000.00
HT-1000006	GE Voluson E10 BT 20 w/ 1 Year Premium Warranty	EA	1	\$78,000.00
HT-1000007	GE Voluson E8 BT17 w/ 1 Year Premium Warranty	EA	1	\$48,000.00
HT-1000008	GE Voluson E8 BT18 w/ 1 Year Premium Warranty	EA	1	\$55,000.00
HT-1000009	GE Voluson E8 BT19 w/ 1 Year Premium Warranty	EA	1	\$60,000.00
HT-1000010	GE Voluson E8 BT20 w/ 1 Year Premium Warranty	EA	1	\$68,000.00
HT-1000011	GE Voluson E6 BT17 w/ 1 Year Premium Warranty	EA	1	\$39,000.00
HT-1000012	GE Voluson E6 BT19 w/ 1 Year Premium Warranty	EA	1	\$53,000.00
HT-1000013	GE Voluson E6 BT20 w/ 1 Year Premium Warranty	EA	1	\$58,500.00
HT-1000014	GE Voluson S8 BT16 w/ 1 Year Premium Warranty	EA	1	\$23,500.00
HT-1000015	GE Voluson S8 BT18 w/ 1 Year Premium Warranty	EA	1	\$33,500.00

HT-1000016	GE Voluson P8 BT16 w/ 1 Year Premium Warranty	EA	1	\$17,500.00
HT-1000017	GE Voluson P8 BT18 w/ 1 Year Premium Warranty	EA	1	\$26,500.00
HT-1000018	GE Vivid E95 w/ 1 Year Premium Warranty	EA	1	\$57,000.00
HT-1000019	GE Vivid E90 w 1 Year Premium Warranty	EA	1	\$48,000.00
HT-1000020	GE Vivid E9 w/ 1 Year Premium Warranty	EA	1	\$20,000.00
HT-1000021	GE Vivid T8 w/ 1 Year Premium Warranty	EA	1	\$21,500.00
HT-1000022	GE Vivid IQ w/ 1 Year Premium Warranty	EA	1	\$28,900.00
HT-1000023	GE Logiq E10 R2 w/ 1 Year Premium Warranty	EA	1	\$93,000.00
HT-1000024	GE Logiq e9 R6 2.0 w/ 1 Year Premium Warranty	EA	1	\$40,000.00
HT-1000025	GE Logiq e9 R5 w/ 1 Year Premium Warranty	EA	1	\$30,000.00
HT-1000026	GE Logiq S8 R4 w/ 1 Year Premium Warranty	EA	1	\$39,000.00
HT-1000027	GE Logiq S8 R3 w/ 1 Year Premium Warranty	EA	1	\$32,000.00
HT-1000028	GE Logiq F8 w/ 1 Year Premium Warranty	EA	1	\$13,900.00
HT-1000029	Philips Affiniti 70C w/ 1 Year Premium Warranty	EA	1	\$31,000.00
HT-1000030	Philips Affiniti 70G w/ 1 Year Premium Warranty	EA	1	\$31,000.00
HT-1000031	Philips Affiniti 70W w/ 1 Year Premium Warranty	EA	1	\$32,000.00
HT-1000032	Philips Affiniti 50C w/ 1 Year Premium Warranty	EA	1	\$25,000.00
HT-1000033	Philips Affiniti 50G w/ 1 Year Premium Warranty	EA	1	\$25,000.00
HT-1000034	Philips Affiniti 50W w/ 1 Year Premium Warranty	EA	1	\$26,000.00
HT-1000035	Philips Epiq 7C w/ 1 Year Premium Warranty	EA	1	\$42,000.00
HT-1000036	Philips Epiq 7G w/ 1 Year Premium Warranty	EA	1	\$41,000.00
HT-1000037	Philips Epiq 7W w/ 1 Year Premium Warranty	EA	1	\$37,000.00
HT-1000038	Philips Epiq 5C w/ 1 Year Premium Warranty	EA	1	\$32,000.00
HT-1000039	Philips Epiq 5G w/ 1 Year Premium Warranty	EA	1	\$32,000.00
HT-1000040	Philips Epiq 5W w/ 1 Year Premium Warranty	EA	1	\$30,000.00
HT-1000041	Siemens S2000 HELX Touch w/ 1 Year Premium Warranty	EA	1	\$21,800.00
HT-1000042	Siemens S3000 HELX Touch w/ 1 Year Premium Warranty	EA	1	\$18,800.00
HT-1000043	Siemens Redwood w/ 1 Year Premium Warranty	EA	1	\$35,000.00
HT-1000044	Acuson 4C1 for Sequoia/S2000	EA	1	\$3,450.00
HT-1000045	Acuson 4V1 for Sequoia	EA	1	\$3,250.00
HT-1000046	Acuson 4V1C	EA	1	\$4,500.00
HT-1000047	Acuson 6C1 HD	EA	1	\$5,900.00
HT-1000048	Acuson 6C2	EA	1	\$2,450.00
HT-1000049	Acuson 6L3	EA	1	\$1,850.00
HT-1000050	Acuson 8C3 HD	EA	1	\$5,950.00
HT-1000051	Acuson 8L5	EA	1	\$1,450.00
HT-1000052	Acuson 9L4	EA	1	\$3,950.00
HT-1000053	Acuson MC9-4	EA	1	\$5,950.00
HT-1000054	Acuson Swiftlink Pinless	EA	1	\$4,950.00
HT-1000055	Acuson V5MS	EA	1	\$7,850.00
HT-1000056	Acuson V7M	EA	1	\$18,500.00
HT-1000057	GE 2.0 MHZ	EA	1	\$1,500.00
HT-1000058	GE 4C	EA	1	\$1,900.00
HT-1000059	GE 4C-D	EA	1	\$2,450.00
HT-1000060	GE 4C-RS	EA	1	\$2,450.00
HT-1000061	GE 4Vc-D	EA	1	\$16,500.00

HT-1000062	GE 4V-D	EA	1	\$2,950.00
HT-1000063	GE 6VT-D	EA	1	\$15,500.00
HT-1000064	GE C1-5-D	EA	1	\$2,850.00
HT-1000065	GE C1-6-D	EA	1	\$4,850.00
HT-1000066	GE C3-10-D	EA	1	\$3,990.00
HT-1000067	GE C4-8-D	EA	1	\$1,770.00
HT-1000068	GE E8C	EA	1	\$1,700.10
HT-1000069	GE E8CS	EA	1	\$3,950.00
HT-1000070	GE IC5-9-D	EA	1	\$3,950.00
HT-1000071	GE iC9-RS	EA	1	\$6,450.00
HT-1000072	GE L10-22-RS	EA	1	\$2,950.00
HT-1000073	GE L2-9-D	EA	1	\$10,500.00
HT-1000074	GE L4-12T-RS	EA	1	\$2,950.00
HT-1000075	GE L8-18i-D	EA	1	\$2,850.00
HT-1000076	GE L8-18i-RS	EA	1	\$2,350.00
HT-1000077	GE M12L	EA	1	\$2,350.00
HT-1000078	GE M3S	EA	1	\$2,630.00
HT-1000079	GE M4S	EA	1	\$2,150.00
HT-1000080	GE M5SC-D	EA	1	\$5,450.00
HT-1000081	GE M5S-D	EA	1	\$3,950.00
HT-1000082	GE M6C	EA	1	\$2,080.00
HT-1000083	GE P2D	EA	1	\$1,850.00
HT-1000084	GE P2D-RS	EA	1	\$1,850.00
HT-1000085	GE P2D-RS-E	EA	1	\$1,650.00
HT-1000086	GE RAB2-5-D	EA	1	\$4,450.00
HT-1000087	GE RAB4-8-D	EA	1	\$4,450.00
HT-1000088	GE RAB6-D	EA	1	\$4,450.00
HT-1000089	GE RIC5-9A-RS	EA	1	\$6,750.00
HT-1000090	GE RIC5-9-D	EA	1	\$4,450.00
HT-1000091	GE RM6C	EA	1	\$9,500.00
HT-1000092	GE S1-5	EA	1	\$2,950.00
HT-1000093	GE S1-5-D	EA	1	\$2,950.00
HT-1000094	GE S4-10	EA	1	\$2,450.00
HT-1000095	GE S4-10-D	EA	1	\$2,450.00
HT-1000096	GE Swiftlink for Vivid i	EA	1	\$5,427.27
HT-1000097	Philips 21778A S7-2t	EA	1	\$7,500.00
HT-1000098	Philips 21780A S12-4	EA	1	\$2,950.00
HT-1000099	Philips C10-3V for Epiq 7	EA	1	\$4,390.95
HT-1000100	Philips C10-3V for iU22	EA	1	\$4,279.62
HT-1000101	Philips C5-1 compact for CX50 / Epiq 7	EA	1	\$3,796.76
HT-1000102	Philips C5-1 for iU22/IE33	EA	1	\$3,088.79
HT-1000103	Philips C8-4V	EA	1	\$2,928.95
HT-1000104	Philips C8-5 for CX50	EA	1	\$3,850.00
HT-1000105	Philips C8-5 for iU22/IE33	EA	1	\$2,118.75
HT-1000106	Philips C9-2 for Epiq 7	EA	1	\$5,950.00
HT-1000107	Philips C9-4 for iU22/IE33	EA	1	\$2,450.00
HT-1000108	Philips D2CWC	EA	1	\$1,450.00
HT-1000109	Philips D5cwc	EA	1	\$1,150.00

HT-1000110	Philips eL18-4	EA	1	\$7,650.00
HT-1000111	Philips eL18-4 EMT	EA	1	\$14,200.00
HT-1000112	Philips L10-4lap for CX50	EA	1	\$9,000.00
HT-1000113	Philips L12-3 compact for CX50 / Epiq 7	EA	1	\$4,350.00
HT-1000114	Philips L12-3 ERGO for Epiq	EA	1	\$6,930.00
HT-1000115	Philips L12-5 50mm for Epiq 7	EA	1	\$4,438.24
HT-1000116	Philips L12-5 50mm for iU22/HD11	EA	1	\$2,870.79
HT-1000117	Philips L15-7io for CX50	EA	1	\$4,402.76
HT-1000118	Philips L15-7io for iU22	EA	1	\$2,940.00
HT-1000119	Philips L17-5	EA	1	\$2,466.56
HT-1000120	Philips L18-5 for Epiq 7	EA	1	\$4,600.00
HT-1000121	Philips L8-4	EA	1	\$1,920.00
HT-1000122	Philips L9-3 for IU22/IE33	EA	1	\$2,640.28
HT-1000123	Philips mC7-2 for Epiq	EA	1	\$6,450.00
HT-1000124	Philips S12-4 for Epiq 7	EA	1	\$3,950.00
HT-1000125	Philips S3-1	EA	1	\$1,620.00
HT-1000126	Philips S5-1 for CX50	EA	1	\$3,950.00
HT-1000127	Philips S5-1 for iU22/IE33	EA	1	\$2,848.89
HT-1000128	Philips S7-3T for Epiq 7	EA	1	\$18,500.00
HT-1000129	Philips S7-3T for IE33	EA	1	\$16,500.00
HT-1000130	Philips S8-3 for CX50	EA	1	\$3,400.00
HT-1000131	Philips S8-3T	EA	1	\$19,500.00
HT-1000132	Philips V6-2 Epiq 5/7	EA	1	\$4,950.00
HT-1000133	Philips X3-1 21715A	EA	1	\$1,800.00
HT-1000134	Philips X5-1 for Epiq 7	EA	1	\$8,900.00
HT-1000135	Philips X5-1 for IE33	EA	1	\$7,900.00
HT-1000136	Philips X6-1	EA	1	\$2,500.00
HT-1000137	Philips X6-1 for Epiq	EA	1	\$6,500.00
HT-1000138	Philips X7-2 for Epiq	EA	1	\$3,000.00
HT-1000139	Philips X7-2T for CX50	EA	1	\$16,500.00
HT-1000140	Philips X7-2T for IE33	EA	1	\$16,500.00
HT-1000141	Philips X8-2T for Epiq	EA	1	\$21,500.00
HT-1000142	Siemens 12L4	EA	1	\$2,652.63
HT-1000143	Siemens 18L6 HD	EA	1	\$9,500.00
HT-1000144	Siemens 18L6 HD for Sequoia/Redwood	EA	1	\$10,500.00
HT-1000145	Siemens 4V1 for Redwood/Sequoia	EA	1	\$8,500.00
HT-1000146	Siemens 4Z1C	EA	1	\$6,560.00
HT-1000147	Siemens Acuson 14L5	EA	1	\$5,950.00
HT-1000148	Siemens Acuson VF12-4	EA	1	\$3,660.00
HT-1000149	Siemens C5-2 for Freestyle	EA	1	\$4,500.00
HT-1000150	Siemens DAX for Sequoia	EA	1	\$12,500.00
HT-1000151	Siemens EC9-4 for Antares	EA	1	\$5,500.00
HT-1000152	Siemens EC9-4 for S2000	EA	1	\$8,500.00
HT-1000153	Siemens VFX9-4	EA	1	\$2,950.00
HT-1000154	Siemens Z6Ms	EA	1	\$39,500.00
HT-1000155	Service - Travel	EA	1	\$175.00
HT-1000156	Service - Labor	EA	1	\$175.00
HT-1000157	Service - PM	EA	1	\$750.00

HT-1000158	Repair - Standard Probes	EA	1	\$2,900.00
HT-1000159	Repair - 3D/4D	EA	1	\$3,900.00
HT-1000160	Repair - Specialty non-TEE Probe	EA	1	\$4,900.00
HT-1000161	Repair - TEE	EA	1	\$9,900.00
HT-1000162	Warranty - GE LogiqE Next Gen - 1YR Premium	EA	1	\$3,400.00
HT-1000163	Warranty - GE LogiqE Next Gen - 5YR Premium	EA	1	\$11,900.00
HT-1000164	Warranty - GE Voluson E10 BT 16 - 1YR Premium	EA	1	\$8,900.00
HT-1000165	Warranty - GE Voluson E10 BT 16 - 5YR Premium	EA	1	\$31,150.00
HT-1000166	Warranty - GE Voluson E10 BT17 - 1YR Premium	EA	1	\$8,900.00
HT-1000167	Warranty - GE Voluson E10 BT17 - 5YR Premium	EA	1	\$31,150.00
HT-1000168	Warranty - GE Voluson E10 BT18 - 1YR Premium	EA	1	\$8,900.00
HT-1000169	Warranty - GE Voluson E10 BT18 - 5YR Premium	EA	1	\$31,150.00
HT-1000170	Warranty - GE Voluson E10 BT19 - 1YR Premium	EA	1	\$8,900.00
HT-1000171	Warranty - GE Voluson E10 BT19 - 5YR Premium	EA	1	\$31,150.00
HT-1000172	Warranty - GE Voluson E10 BT20 - 1YR Premium	EA	1	\$9,500.00
HT-1000173	Warranty - GE Voluson E10 BT20 - 5YR Premium	EA	1	\$33,250.00
HT-1000174	Warranty - GE Voluson E8 BT17 - 1YR Premium	EA	1	\$8,900.00
HT-1000175	Warranty - GE Voluson E8 BT17 - 5YR premium	EA	1	\$31,150.00
HT-1000176	Warranty - GE Voluson E8 BT18 - 1YR Premium	EA	1	\$8,900.00
HT-1000177	Warranty - GE Voluson E8 BT18 - 5YR Premium	EA	1	\$31,150.00
HT-1000178	Warranty - GE Voluson E8 BT19 - 1YR Premium	EA	1	\$8,900.00
HT-1000179	Warranty - GE Voluson E8 BT19 - 5YR Premium	EA	1	\$31,150.00
HT-1000180	Warranty - GE Voluson E8 BT20 - 1YR Premium	EA	1	\$9,500.00
HT-1000181	Warranty - GE Voluson E8 BT20 - 5YR Premium	EA	1	\$33,250.00
HT-1000182	Warranty - GE Voluson E6 BT17 - 1YR Premium	EA	1	\$8,900.00
HT-1000183	Warranty - GE Voluson E6 BT17 - 5YR Premium	EA	1	\$31,150.00
HT-1000184	Warranty - GE Voluson E6 BT19 - 1YR Premium	EA	1	\$8,900.00
HT-1000185	Warranty - GE Voluson E6 BT19 - 5YR Premium	EA	1	\$31,150.00
HT-1000186	Warranty - GE Voluson E6 BT20 - 1YR Premium	EA	1	\$8,900.00
HT-1000187	Warranty - GE Voluson E6 BT20 - 5YR Premium	EA	1	\$31,150.00
HT-1000188	Warranty - GE Voluson S8 BT16 - 1YR Premium	EA	1	\$4,800.00
HT-1000189	Warranty - GE Voluson S8 BT16 - 5YR Premium	EA	1	\$16,800.00
HT-1000190	Warranty - GE Voluson S8 BT18 - 1YR Premium	EA	1	\$5,800.00
HT-1000191	Warranty - GE Voluson S8 BT18 - 5YR Premium	EA	1	\$20,300.00
HT-1000192	Warranty - GE Voluson P8 BT16 - 1YR Premium	EA	1	\$5,000.00
HT-1000193	Warranty - GE Voluson P8 BT16 - 5YR Premium	EA	1	\$17,500.00
HT-1000194	Warranty - GE Voluson P8 BT18 - 1YR Premium	EA	1	\$5,000.00
HT-1000195	Warranty - GE Voluson P8 BT18 - 5YR Premium	EA	1	\$17,500.00
HT-1000196	Warranty - GE Vivid E95 - 1YR Premium	EA	1	\$9,500.00
HT-1000197	Warranty - GE Vivid E95 - 5YR Premium	EA	1	\$33,250.00
HT-1000198	Warranty - GE Vivid E90 - 1YR Premium	EA	1	\$9,500.00
HT-1000199	Warranty - GE Vivid E90 - 5YR Premium	EA	1	\$33,250.00
HT-1000200	Warranty - GE Vivid E9 - 1YR Premium	EA	1	\$4,100.00
HT-1000201	Warranty - GE Vivid E9 - 5YR Premium	EA	1	\$14,350.00
HT-1000202	Warranty - GE Vivid T8 - 1YR Premium	EA	1	\$3,200.00
HT-1000203	Warranty - GE Vivid T8 - 5YR Premium	EA	1	\$11,200.00
HT-1000204	Warranty - GE Vivid IQ - 1YR Premium	EA	1	\$4,100.00
HT-1000205	Warranty - GE Vivid IQ - 5YR Premium	EA	1	\$14,350.00

HT-1000206	Warranty - GE Logiq E10 R2 - 1YR Premium	EA	1	\$10,900.00
HT-1000207	Warranty - GE Logiq E10 R2 - 5YR Premium	EA	1	\$38,150.00
HT-1000208	Warranty - GE Logiq e9 R6 2.0 - 1YR Premium	EA	1	\$6,800.00
HT-1000209	Warranty - GE Logiq e9 R6 2.0 - 5YR Premium	EA	1	\$23,800.00
HT-1000210	Warranty - GE Logiq e9 R5 - 1YR Premium	EA	1	\$6,800.00
HT-1000211	Warranty - GE Logiq e9 R5 - 5YR Premium	EA	1	\$23,800.00
HT-1000212	Warranty - GE Logiq S8 R4 - 1YR Premium	EA	1	\$6,800.00
HT-1000213	Warranty - GE Logiq S8 R4 - 5YR Premium	EA	1	\$23,800.00
HT-1000214	Warranty - GE Logiq S8 R3 - 1YR Premium	EA	1	\$6,800.00
HT-1000215	Warranty - GE Logiq S8 R3 - 5YR Premium	EA	1	\$23,800.00
HT-1000216	Warranty - GE Logiq F8 - 1YR Premium	EA	1	\$3,400.00
HT-1000217	Warranty - GE Logiq F8 - 5YR Premium	EA	1	\$11,900.00
HT-1000218	Warranty - Philips Affiniti 70C - 1YR Premium	EA	1	\$7,200.00
HT-1000219	Warranty - Philips Affiniti 70C - 5YR Premium	EA	1	\$25,200.00
HT-1000220	Warranty - Philips Affiniti 70G - 1YR Premium	EA	1	\$7,200.00
HT-1000221	Warranty - Philips Affiniti 70G - 5YR Premium	EA	1	\$25,200.00
HT-1000222	Warranty - Philips Affiniti 70W - 1YR Premium	EA	1	\$7,200.00
HT-1000223	Warranty - Philips Affiniti 70W - 5YR Premium	EA	1	\$25,200.00
HT-1000224	Warranty - Philips Affiniti 50C - 1YR Premium	EA	1	\$7,200.00
HT-1000225	Warranty - Philips Affiniti 50C - 5YR Premium	EA	1	\$25,200.00
HT-1000226	Warranty - Philips Affiniti 50G - 1YR Premium	EA	1	\$7,200.00
HT-1000227	Warranty - Philips Affiniti 50G - 5YR Premium	EA	1	\$25,200.00
HT-1000228	Warranty - Philips Affiniti 50W - 1YR Premium	EA	1	\$7,200.00
HT-1000229	Warranty - Philips Affiniti 50W - 5YR Premium	EA	1	\$25,200.00
HT-1000230	Warranty - Philips Epiq 7C - 1YR Premium	EA	1	\$9,500.00
HT-1000231	Warranty - Philips Epiq 7C - 5YR Premium	EA	1	\$33,250.00
HT-1000232	Warranty - Philips Epiq 7G - 1YR Premium	EA	1	\$9,500.00
HT-1000233	Warranty - Philips Epiq 7G - 5YR Premium	EA	1	\$33,250.00
HT-1000234	Warranty - Philips Epiq 7W - 1YR Premium	EA	1	\$7,800.00
HT-1000235	Warranty - Philips Epiq 7W - 5YR Premium	EA	1	\$27,300.00
HT-1000236	Warranty - Philips Epiq 5C - 1YR Premium	EA	1	\$9,500.00
HT-1000237	Warranty - Philips Epiq 5C - 5YR Premium	EA	1	\$33,250.00
HT-1000238	Warranty - Philips Epiq 5G - 1YR Premium	EA	1	\$9,500.00
HT-1000239	Warranty - Philips Epiq 5G - 5YR Premium	EA	1	\$33,250.00
HT-1000240	Warranty - Philips Epiq 5W - 1YR Premium	EA	1	\$9,500.00
HT-1000241	Warranty - Philips Epiq 5W - 5YR Premium	EA	1	\$33,250.00
HT-1000242	Warranty - Siemens S2000 HELX Touch - 1YR Premium	EA	1	\$7,000.00
HT-1000243	Warranty - Siemens S2000 HELX Touch - 5YR Premium	EA	1	\$24,500.00
HT-1000244	Warranty - Siemens S3000 HELX Touch - 1YR Premium	EA	1	\$7,000.00
HT-1000245	Warranty - Siemens S3000 HELX Touch - 5YR Premium	EA	1	\$24,500.00
HT-1000246	Warranty - Siemens Redwood - 1YR Premium	EA	1	\$9,000.00
HT-1000247	Warranty - Siemens Redwood - 5YR Premium	EA	1	\$31,500.00

Exhibit B
Specific Purchasing Terms

1. Product and Award Basis

<u>Product</u>	<u>Award Basis</u>
Refurbished Medical Imaging Equipment	Multi

2. Effective Date: October 1, 2022

3. Expiration Date: July 31, 2027

4. Prior Agreement: N/A

The prior agreement between HealthTrust and Vendor dated is replaced by this Agreement upon the Effective Date, as provided in Section 15.1 (Entire Agreement; Prior Agreement).

5. Contacts for Notices:

HealthTrust’s contact for notices under the Agreement:
Senior Vice President, Strategic Sourcing
HealthTrust Purchasing Group, L.P.
1100 Dr. Martin L. King Jr. Blvd., Suite 1100
Nashville, TN 37203

With a copy to:
Chief Legal Officer
HealthTrust Purchasing Group, L.P.
1100 Dr. Martin L. King Jr. Blvd., Suite 1100
Nashville, TN 37203

Vendor’s contact for notices under the Agreement:
Kevin Gregory
9715 Kincaid Dr #1000
Fishers, IN 46037

6. Additional Products or Services Provided at No Additional Charge: N/A

The value of any additional product or service provided by Vendor to Purchasers may be considered to be an additional discount, rebate or other reduction in price to the Products and/or Services obtained under the Agreement. Purchasers may have an obligation to disclose and/or appropriately reflect any such discounts, rebates or price reductions in any costs claimed or charges made to Medicare, Medicaid, or health insurers requiring disclosure. Vendor agrees to provide estimates of the value of such additional products or services to Purchasers upon request.

7. Product Warranty Duration:

Ninety (90) days from date of Acceptance by Purchaser

8. Tracked Devices: N/A

9. Ordering Process:

Purchasers may place orders directly from Vendor by the means checked below:

- Internet
- EDI
- Purchase Order
- Verbal
- Facsimile
- Other
- Not applicable - Product only available from Distributors

10. Ordering Point:

Purchasers may place orders directly from Vendor and/or from Distributors as checked below:

- Vendor Direct only
- Distributor only
- Either Vendor Direct or Distributor

11. Distributors: N/A

Purchasers may place orders with Distributors approved by HealthTrust, including the Distributors checked below:

- Cardinal Health 200, LLC
- Claflin Company
- Concordance Healthcare Solutions, LLC
- Fisher Healthcare (Laboratory)
- Henry Schein, Inc.
- McKesson and associated affiliates
- Medline Industries, LP
and for transactions in PA, TN, TX and WA, Medline Industries Holdings, L.P.
- Owens & Minor Distribution, Inc.
- RGH Enterprises, Inc. d/b/a Cardinal Health at Home

12. Distributor Pricing:

For Products obtained through Distributors, the price to Distributors shall be that listed in Exhibit A unless otherwise expressly provided in this Agreement.

13. F.O.B. Designation:

Shipments of orders placed directly with Vendor shall be fulfilled as checked below:

- F.O.B. Origin
- F.O.B. Destination

If Products are shipped on an F.O.B. Origin basis, Vendor shall remain responsible for replacing, at Vendor's sole expense, any Products lost or damaged in transit and, provided that Vendor has timely shipped replacement Products to the applicable Purchaser, shall be entitled to retain the proceeds of any damage-in-transit insurance claim.

14. Delivery Time: Seven (7) calendar days from receipt of order.

15. Required Fill Rate: Ninety-five percent (95%).

16. Payment Terms:

GPO Fees: Three percent (3%)

Vendor shall pay to HealthTrust such GPO Fees related to purchases hereunder during each calendar month during the Term within thirty (30) days after the expiration of each calendar month.

Rebates: Rebates shall be based on purchases by Purchasers under this Agreement made during each calendar month during the Term, and shall be paid within thirty (30) days after the expiration of each calendar month.

Purchasing Invoice: Net due sixty (60) days from the latter of receipt of invoice or receipt of Product. Purchasers will receive an additional two percent (2%) off the pricing set forth in Exhibit A if full payment is made to Vendor within ten (10) days following the latter of the receipt of Product or receipt of invoice.

Bill Only and Bill and Replace Purchase Orders: Bill Only and Bill and Replace Purchase Orders request(s) shall be submitted to Purchaser on the day of procedure.

Electronic Payment Programs: Vendor shall accept payment through electronic payment programs (e.g., the American Express Buyer Initiated Payment (BIP) Solution, FifthThird Bank PayMode-X Solution, SunTrust MasterCard or Visa E-Payables Solution) for all payments arising under this Agreement.

17. Addresses for Payments: GPO Fees and Rebates shall be sent to HealthTrust as follows:

For delivery of checks that require proof of delivery:

HealthTrust Purchasing Group, L.P.
c/o Wells Fargo
Attn: Wholesale Lockbox- P. O. Box 751576
Building 2C2-NC 0802
1525 West WT Harris Blvd.
Charlotte, North Carolina 28262
Telephone No.: 704-590-5382

For ACH payments:

Bank Name: Wells Fargo
ABA #053101561
Account Name: HealthTrust Purchasing Group, L.P.
Account Number: 2079900143067

For wire payments:

HealthTrust Purchasing Group, L.P.
c/o Wells Fargo
ABA #121000248
Account Number: 2079900143067

For all other mail deliveries:
HealthTrust Purchasing Group, L.P.
c/o Wells Fargo
Account Number: 2079900143067
P.O. Box 751576
Charlotte, North Carolina 28275-1576

HealthTrust reserves the right to revise the above payment address information by providing written notice to Vendor.

18. Freight / Shipping Charges:

Freight/shipping charges for purchases directly from Vendor shall be subject to the additional terms checked below:

- Freight/shipping charges are not included in the Product price and shall be “prepaid” by Vendor and added to the invoice as a separate line item that is identified as either a “freight” or “shipping” charge. The freight/shipping charge shall not include any additional amounts for shipping for which Vendor is responsible pursuant to Section 7.1 (Performance Warranty for Direct Purchases and Services) of the Agreement.
- Freight/shipping charges are included in the Product price, subject to Purchaser’s obligations to pay any additional expedited freight/shipping charges (if such expedited delivery is requested by Purchaser), as stated in Section 8.1 (Freight Charges) of the Agreement.
- Freight collect via carrier designated by Purchaser or HealthTrust.
- N/A – Products available only via distribution.

19. Insurance Policy Minimum Amounts:

Per Occurrence: Ten million dollars (\$10,000,000.00).

In the Annual Aggregate: Twenty-five million dollars (\$25,000,000.00).

20. Vendor Customer Service:

Vendor’s customer service representatives shall be available between 8:00 A.M. and 8:00 P.M. Eastern Time, Monday through Friday, except for holidays.

21. Training, Repair, Safety:

Vendor shall supply training, repair and safety information to each Purchaser as checked below:

- Operator training
- Preventative maintenance and repair instruction
- Repair and replacement parts lists, ordering instructions, and alternative sources of parts
- Material Safety Data Sheets for all material/chemical Product purchases in compliance with OSHA standards and those of any other applicable federal, state or local law or regulation

22. Related Product Offerings:

With respect to each product category under this Agreement, Vendor shall provide to HealthTrust quarterly a listing of (i) its and its Affiliates’ entire offering of products in each such product category and (ii) to the extent reasonably available, its competitors’ offerings of products in each such product category, in the form of the following worksheet:



Xref Catalog
Template for Supplier

The file containing the products listings shall be uploaded to: <http://www.healthtrustcorp.com/xref>

Exhibit DEF
Definitions Exhibit

This Definitions Exhibit (this “Definitions Exhibit”), is attached to and incorporated into the Agreement. Capitalized terms used in this Definitions Exhibit but not otherwise defined herein will have the meaning set forth in the Agreement.

1. “Attachment” means, collectively, any Ordering Document, Statement of Work, exhibit, attachment, or schedule to the Agreement and any other exhibit, attachment, or schedule thereto.
2. “Availability” means that the SaaS Solution and each portion thereof are readily available to Purchaser and operating without defect or Error.
3. “Component” means any product, service, software, platform or system used to exchange information with another product, service, platform or system. For the avoidance of doubt, any Product, Equipment, SaaS Solution, Vendor Software, or local software may also be categorized as a Component.
4. “Concurrent User License” means Purchaser has obtained the rights to Use the Vendor Software for concurrent executions, local or remote, including use within a Network or installed on a Server or Servers, for the number of Concurrent Users as set forth in the applicable Ordering Document, irrespective of the number or identity of CPUs, Desktops, Servers or other devices that use or access the Vendor Software.
5. “Concurrent Users” means the maximum number of simultaneous, concurrent, and invocations of the Vendor Software in Use, local or remote including within a Network. The specific maximum number of Concurrent Users shall be specified in an Ordering Document.
6. “Continuation Assistance” means the obligation of Vendor to continue to provide access to and Use of the Vendor Software or SaaS Solution, as applicable, in each case, as further described in the applicable Attachment.
7. “CPU License” means Vendor has granted rights to concurrently use Vendor Software described in Ordering Documents on a limited number of CPUs. Purchaser may use Vendor Software on any combination of CPUs located at Purchaser’s Designated Site(s), but only up to the number of CPUs specified in the appropriate Ordering Document at any given time. The CPU License shall apply to any CPU, regardless of capacity in terms of group designation, architecture (CMOS, bipolar, etc.), coupled Sysplex or other classification.
8. “Data Center” means data centers that are (a) physically located within the United States, and (b) owned, operated, and controlled by Vendor or, if not owned, operated, and controlled by Vendor, then secure servers that are previously approved in writing by HealthTrust.
9. “Data Processing Services” means the service of receiving, processing and/or maintaining data and providing reports and/or providing information systems management services.

10. “Deliverable Guidelines” means Purchaser’s branding, interoperability, design, usability and security guidelines as set forth in the applicable Attachment.
11. “Deliverables” means and includes the items, including software, to be developed, prepared or provided by Vendor and furnished to Purchaser pursuant to the provision of Professional Services.
12. “Designated Site” means the location or locations that house any central processing unit (“CPU”) and that are identified in any Ordering Document.
13. “Desktop” means a single programmable workstation.
14. “Desktop License” means the Purchaser has obtained the rights from the Vendor to Use the Vendor Software on a specified number of Desktop systems as defined in an Ordering Document. This includes the ability to install the Vendor Software on a Network and allow Use of the Vendor Software by the number of users as specified in an Ordering Document.
15. “Divested Business” means any business unit, as determined by Purchaser, that Purchaser sells or of which it otherwise transfers the assets or ownership. The term “Divested Business” shall mean such business unit or the acquirer thereof, as applicable.
16. “End User” means individuals Purchaser permits to access or Use the Products and/or Services, which may include, without limitation, employees, agents, contractors, consultants, outsourcers, suppliers, or other individuals (including third parties).
17. “Enterprise License” means the Vendor has granted to the Purchaser the rights to use the Vendor Software on an unlimited number of CPUs, Desktops, Networks, Servers, processors or other devices (including portable or mobile devices) with no restrictions on the number of sites or their geographical locations or number of users.
18. “Error” means (a) any material problem that adversely interferes with access to or use of the Vendor Software, Equipment or SaaS Solution; (b) material failure of the Vendor Software, Equipment or SaaS Solution to conform to the Documentation, the Agreement, or any Attachment; and/or (c) any performance of the Vendor Software, Equipment or SaaS Solution that is either materially incorrect or is other than expected based on the Documentation.
19. “Extended Hold” means any extension of a Stop Work Order after the Initial Hold Period.
20. “Hold Period” means the Initial Hold Period and any Extended Hold Period.
21. “Implementation Plan” means a plan incorporated into an Ordering Document or Statement of Work detailing the projected timeline and each Party’s responsibilities for the Professional Services.
22. “Initial Hold Period” means a period of time commencing on Vendor’s receipt of a Stop Work Order and ending on the date that is up to ninety (90) days thereafter.

23. “Institutional Requirements” means any written specifications provided by Purchaser to Vendor which identify any software, Network, or environment limitations or requirements with which the Product or Service must comply in order for Purchaser to Use and benefit from such Product or Service.
24. “Intellectual Property Rights” means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any acquired goodwill), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.
25. “Interface” means the shared hardware or software points of contact shared between two or more Components, whether the transmission among hardware or software points of contact is conducted over wired or wireless technologies, or through any other electronic communications medium.
26. “Interoperability Exhibit” has the meaning set forth in the preamble of the Component Interoperability Exhibit attached to the Agreement.
27. “Interoperable” “Interoperability” and “Interoperate” means the ability for a Component to transmit and receive information from one or more separate Components and to present information to an End User via an Interface.
28. “Level 1 Support” means the ability to provide general product information, configuration support, collection of relevant technical problem identification information, and filter non-technical problems from technical problems related to the Equipment or the Vendor Software.
29. “Level 2 Support” means all Level 1 Support capabilities plus the following: (a) ability to support Error isolation and product specification defect determination; (b) lab simulation and interoperability testing; (c) development of action plan for Error resolution; and (d) ability to analyze traces related to the Equipment or the Vendor Software.
30. “Level 3 Support” means all Level 2 Support capabilities plus the following: (a) fixing Errors or providing Workaround Techniques; and (b) troubleshooting bugs that Level 2 Support is unable to bring to resolution.
31. “Licensees” means, collectively: (a) Purchaser; (b) Purchaser’s Affiliates; and (c) End Users.
32. “MASL” means the minimum acceptable service levels set forth in the applicable MASL Chart.
33. “MASL Chart” means the charts included within the MASL Exhibit that set forth the MASLs.

34. “MASL Exhibit” has the meaning set forth in preamble of the Minimum Acceptable Service Levels Exhibit attached to the Agreement.
35. “MASL Failure” means a failure to initially respond to an Error in the timeframes and/or failure to Resolve the Error in the timeframes described in the applicable MASL Chart.
36. “Milestones” means the Professional Services milestones, benchmarks, or any other service or project measurements designated in an applicable Statement of Work.
37. “Monthly Availability Percentage” means the amount equal to the total number of minutes (multiply the number of calendar days in any given month by the product of 24 times 60) in the applicable month, minus the Qualifying Outage Minutes for that month, then divided by the total number of minutes in that month.
38. “Network” means a configuration of computers, workstations, and other devices that are inter-connected.
39. “Non-Vendor Components” means any third party Component which is not provided by Vendor or Purchaser developed Component.
40. “On Premise Software Exhibit” has the meaning set forth in preamble of the On Premise Software Terms and Conditions Exhibit attached to the Agreement.
41. “Ordering Document Effective Date” means the date the Ordering Document becomes effective as set forth in an applicable Ordering Document.
42. “Ordering Documents” means any documents or electronic communication that provides for the provision of Products or Services to a Purchaser.
43. “Outage” means the period (measured in minutes) that the SaaS Solution is not readily available to Purchaser and/or are operating with material Error; but shall not include: (a) Scheduled Downtime; and (b) emergency downtime to address security issues.
44. “Professional Services” means the services described in the applicable Statement of Work that are to be provided by Vendor to Purchaser (including the provision of Deliverables and any Work Product), and any related services, information or materials to be provided by Vendor under the Professional Services Exhibit, the Agreement, or the Ordering Documents. For the avoidance of doubt, Professional Services are Services.
45. “Professional Services Exhibit” has the meaning set forth in the preamble of the Professional Services Exhibit attached to the Agreement.
46. “Proprietary Interface” means: (a) an Interface developed by Vendor for Interoperability between Vendor Components and Non-Vendor Components; and (b) all such Interfaces, which are indicated as Interoperable with the Products within the Documentation and in any Vendor marketing materials.

47. “Public Software” means software that is, contains or is derived from software distributed as freeware, shareware or open source software, or under similar licensing or distribution models that (a) require the licensing, disclosure or distribution of source code to any other person or entity; (b) prohibit or limit the receipt of consideration in connection with licensing or distributing any software; (c) allow any person or entity to decompile, disassemble or reverse engineer any software; (d) require the licensing or distribution of any software to any other person or entity for the purpose of making derivative works; or (e) otherwise are identified as open source licensing or distribution models by the Open Source Initiative at www.opensource.org or the Free Software Foundation at www.fsf.org.
48. “Purchaser Content” means any and all content or materials and all copies thereof, regardless of the form or media including but not limited to trademarks, service marks, logos, insignia, trade names and other designations of origin of Purchaser or its Affiliates, text, graphics, Purchaser software, third-party software, music or other material in any form or media in each case, to the extent, provided by Purchaser or its Affiliates to Vendor under an Attachment.
49. “Purchaser Data” means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (a) personal information of Purchaser or any Affiliate or of their customers, patients, employees and other individuals from which such Personal Information was received; (b) any data and/or information provided or submitted by or on behalf of Purchaser or any Affiliate of Purchaser to Vendor or any Affiliate of Vendor, including, without limitation, Purchaser Content; and (c) any data and/or information stored, recorded, made available, processed, created, derived or generated by Vendor and any related output in connection with the Agreement or any Attachments.
50. “Purchaser Network” means any non-public Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Purchaser or its Affiliates.
51. “Qualifying Outage Minutes” means the aggregate of all Outages in a calendar month.
52. “Replacement Products” means a product that contains substantially similar functionality as contained in the SaaS Solution as a separate, renamed, revised, upgraded or replacement product, or group of products.
53. “Resolve” means that the Error is resolved with a permanent solution. This may occur simultaneously with Restore, unless the Restore is by means of a workaround suitable only for temporary use and Purchaser determines that a more suitable permanent solution can be provided.
54. “Restore” means that the Error is resolved with a temporary solution.
55. “SaaS Enabling Software” means any software provided by Vendor for local installation that facilitates the use and functionality of a SaaS Solution. SaaS Enabling Software includes copies of software provided in any media, tangible or intangible, user documentation, any Documentation, Upgrades, modifications, Updates, bug fixes, releases, patents, patent rights, copyrights, trade secrets, know-how and other intellectual property related thereto.

56. “SaaS Exhibit” has the meaning set forth in the preamble of the Software as a Service Exhibit attached to the Agreement.
57. “SaaS Solution” means the web enabled software-as-a-service services described in greater detail in applicable Ordering Documents, including, without limitation: (a) the provision by Vendor of Updates, Replacement Products and all other software, such as SaaS Enabling Software (if applicable); (b) the Website and any platforms and applications used by Vendor to ensure that the SaaS Solution conforms to the Documentation; and (c) the maintenance and support services set forth in the applicable MASLs and all other maintenance and support services listed in an applicable Ordering Document. For the avoidance of doubt, any SaaS Solution constitutes “Vendor Software” as defined in the Agreement.
58. “Scheduled Downtime” means the downtime required by Vendor for upgrading or maintaining the SaaS Solution; provided, that (a) such downtime occurs between the hours of 19:00 CT USA on a Sunday and 22:00 CT USA on the same Sunday; and (b) Vendor has provided at least five (5) business days prior written notice of such downtime.
59. “SDO” means Standard Development Organization.
60. “Server License” means that the Purchaser has obtained the rights to Use the Vendor Software on the number of Servers as specified in Ordering Documents.
61. “Servers” means a processor (or array of processors or other components functioning as an optimized virtual server, regardless of manufacturer, model, size, or capacity) that provides connectivity through a Network to programmable workstations.
62. “Service Credits” means a fee reduction in the amount set forth in the applicable MASL Chart paid or payable to Purchaser imposed on Vendor in the event of a MASL Failure.
63. “Services Acceptance” “Services Accept” (and its derivatives, such as “Acceptance” and “Accepted”) means the applicable Professional Service or Deliverable complies with the Services Acceptance Criteria and any other applicable materials, specifications, or Documentation.
64. “Services Acceptance Criteria” means with respect to Professional Service, that such Professional Service complies with any requirements set forth in any applicable Attachment and the Agreement, and with respect to a Deliverable, that such Deliverable complies with any related Documentation, requirements set forth in any applicable Attachment and the Agreement, and that such Deliverable operates without Error including interoperability with networks and other hardware, software, or systems with which the Vendor Software connects or relates.
65. “Service Termination Event” means a Purchaser becomes entitled to any Service Credits for any two (2) months in a twelve (12) month period.

66. “Severity” means the assessed possible risk or effect of an Error on Purchaser’s business operations, which includes Severity 1 Error, Severity 2 Error, Severity 3 Error and Severity 4 Error. All notifications, escalations, and standards for responding to Errors are set by Severity.
67. “Severity 1 Error” means an Error or other emergency condition that causes the cessation of operating or results in corruption or unavailability of Purchaser Data.
68. “Severity 2 Error” means an Error or other emergency condition that results in a negative impact to critical functions, including, without limitation, impact that results in the inability to process Purchaser Data or to send notifications or communications but does not meet the criteria defined for Severity 1 Error.
69. “Severity 3 Error” means an Error or other emergency condition that results in any failure to perform in a manner that inhibits effective utilization, but does not meet the criteria defined for Severity 1 Error or Severity 2 Error.
70. “Severity 4 Error” means an Error or other condition that results in no performance degradation and during which the Purchaser use and Purchaser Data remains fully accessible and unharmed, but requires non-critical, remedial maintenance or reasonable requests for modifications to the Vendor Software.
71. “Site License” means Vendor has granted rights to concurrently use Vendor Software on any and all CPU’s located at the Designated Site(s). The Site License shall apply to all CPUs at the Designated Site(s), regardless of their capacity in terms group designation, architecture (CMOS, bipolar, etc.), coupled Sysplex or other classification.
72. “Software Installation and Configuration Services” means Vendor’s installation, interconnection, configuration, calibration, and startup of all Vendor Software as necessary for the Vendor Software to meet the performance specifications set forth in the Documentation and/or as specified in an Ordering Document. For the avoidance of doubt, any Software Installation and Configuration Services provided by Vendor are Professional Services and Services.
73. “Software Maintenance and Support Services” means any and all necessary Services to maintain and support the Vendor Software and SaaS Solution for the Vendor Software or SaaS Solution, as applicable, to perform in accordance with the Documentation, Agreement and Attachments as well as in accordance with the MASLs.
74. “Software Maintenance and Support Services Request” means Purchaser’s request for Software Maintenance and Support Services, whether by telephone or email or other agreed upon method.
75. “Specified Component” means: (a) the Components identified on Appendix I to the Interoperability Exhibit; (b) all Vendor Components; (c) all Components recommended by the Vendor; and (d) all Non-Vendor Components, which are indicated as Interoperable within the Documentation or in any Vendor marketing materials.

76. “Statement of Work” means the form Statement of Work included with the Ordering Document and which contains, at minimum, details regarding: (a) the Professional Services to be performed; (b) Deliverables to be provided by Vendor; (c) an Implementation Plan; (d) the Vendor Personnel to be allocated to such project by Vendor; (e) each Party’s project leaders; (f) the timeline for Deliverables to be provided; (g) the budget and cost basis; (h) Services Acceptance Criteria and procedures; and (i) a schedule of any Milestones.
77. “Stop Work Order” means the written order provided by Purchaser to Vendor requiring Vendor to stop all, or any part, of the Professional Services.
78. “Subscription Fees” means the fees payable by Purchaser for Vendor Software as set forth in the Ordering Document.
79. “System Response Time Standard” means the average monthly page load time for all pages for all Vendor customer’s system wide within the subscribed service actually accessed during the month and is calculated based on the logs of the web servers delivering the service.
80. “Term License” means the Vendor has granted rights to Purchaser to use the Vendor Software for only the period of time set forth in the applicable Ordering Document.
81. “Third Party Materials” means any software or other intellectual property of a third party.
82. “Use” means: (a) as used in the On Premise Software Exhibit: (i) to copy or transmit any portion of the Vendor Software onto any CPUs, single programmable workstations, Servers, processors, storage units, devices (including wearable devices), or media; (ii) to transfer any portion of Vendor Software for use on a Network between workstations, CPUs, Servers, and other units in the Network; (iii) to use or access the Vendor Software in the course of the operation of or support in the use of any workstations, CPUs, Servers, and other processing equipment, Network or program; and (iv) to otherwise benefit from the Vendor Software; and (b) as used in the SaaS Exhibit: (i) to display, access, and make use of the Vendor Software to the full extent contemplated by the Documentation; (ii) print, store, and otherwise create copies of any content accessible within the SaaS Solution (excluding Vendor source code); and (iii) any other use necessary to otherwise benefit from the Vendor Software.
83. “Use Restriction” means the limitations or restrictions on number of End Users or the Use of any Vendor Software.
84. “User” means the single named user specified in the Ordering Document for a User License.
85. “User License” means that the Purchaser has obtained the rights from Vendor to Use the Vendor Software on behalf of a single named user as specified in Ordering Documents.
86. “Vendor Components” means any Component, which is provided to Purchaser by Vendor in connection with the Agreement.

87. “Vendor Materials” means any and all pre-existing proprietary methodologies, tools, models, software, procedures, documentation, know-how and processes owned by Vendor and used in developing or providing the Professional Services.
88. “Vendor Network” means any non-public Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Vendor or its Affiliates.
89. “Vendor Personnel” means those employees, representatives, contractors, subcontractors, agents and Affiliates of Vendor, and, in each case, their respective subcontractors who perform any Services.
90. “Website” means the Vendor’s collection of interlinked web pages through which the SaaS Solution is securely made available to Purchaser over the Internet and any Updates thereto.
91. “Workaround Technique” means materially equivalent alternate method to perform or accomplish the same task, until the issue is Resolved in the next Update to the Vendor Software or SaaS Solution, as applicable.
92. “Work Product” means and includes each Deliverable, and all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of the Professional Services Exhibit, the SaaS Exhibit, or the applicable Statement of Work, that are conceived, designed, practiced, prepared, produced or developed by Vendor or any Vendor Personnel: (a) during the course of providing the Professional Services; (b) based upon knowledge or information learned or gained from Purchaser; or (c) resulting from the use of Purchaser’s facilities, personnel, or materials.

Exhibit SAAS
Software as a Service Exhibit (SaaS)

This Software as a Service Exhibit (this “SaaS Exhibit”), is attached to and incorporated into the Agreement. The terms and conditions of the Agreement and this SaaS Exhibit shall govern Vendor’s provision of any Products and Services to Purchasers that are considered software as a service, hosted software, or software in the cloud, including, without limitation, any SaaS Enabling Software. In the event of a conflict between the Agreement and this SaaS Exhibit, the Agreement shall control. Capitalized terms used in this SaaS Exhibit but not otherwise defined herein will have the meaning set forth in the Agreement or the Definitions Exhibit. Any reference to “Section” in this SaaS Exhibit will refer to the applicable section in this SaaS Exhibit unless otherwise indicated.

EXHIBIT PURPOSE

The purpose of this SaaS Exhibit is to provide minimum terms and conditions applicable to cloud based software and any enabling local software, if any. This SaaS Exhibit will be applicable whether the software is sold as a separate Product or incorporated within another Product. This exhibit does not cover local software that does not facilitate the use of cloud software. The terms and conditions applicable to install based software that is independent of cloud based software are set forth in the On Premise Software Exhibit.

1. SERVICES AND LICENSE RIGHTS.

1.1 Provision of SaaS Solution. Vendor will provide and make available to Purchaser the SaaS Solution identified in any Ordering Document. Vendor shall provide Purchaser all necessary technical changes and any configuration and implementation procedures required for Purchaser to access and Use the SaaS Solution. As part of the SaaS Solution, Vendor shall procure and maintain the infrastructure (including hardware, software, networks, connectivity, security, tools and other resources) as necessary to securely host the SaaS Solution. Vendor shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for its provision of SaaS Solution. Purchaser’s independent contractors, outsourcers, suppliers and similar third parties may Use the Vendor Software, and Purchaser will be responsible for their compliance with the terms of this Exhibit.

1.2 Vendor Infrastructure and Data Centers. In connection with the SaaS Solution, Vendor will ensure that all hosting for the SaaS Solution and all Purchaser Data shall be maintained on secure servers located in at least two (2) Data Centers, one of which is a backup Data Center. Vendor shall ensure that fully redundant mirrored image copies of the SaaS Solution, the related infrastructure and Purchaser Data shall simultaneously reside in backup servers (capable of operating as a hot site with no fail-over elapsed time) at the backup Data Center. Vendor shall provide HealthTrust and the Purchasers with the identity of third party hosting provider (if any) and locations of its Data Center. Vendor shall not modify its hosting site and/or subcontract any hosting services without the prior notification to HealthTrust and the prior written consent of HealthTrust.

1.3 SaaS Enabling Software. Vendor shall deliver electronically any SaaS Enabling Software to be installed on Purchaser's equipment for use in connection with the SaaS Solution. Vendor shall provide such assistance as is reasonably required to install any SaaS Enabling Software at no additional cost. Purchaser's independent contractors, outsourcers, suppliers and similar third parties may Use the Vendor SaaS Enabling Software, and Purchaser will be responsible for their compliance with the terms of this SaaS Exhibit.

1.4 License Grants and Restrictions. Vendor hereby grants to Licensees a nonexclusive, world-wide right and license to access, Use, and display the SaaS Solution, the SaaS Enabling Software, and any related Documentation. Purchaser will not: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the SaaS Solution; (ii) provide, lease or lend the SaaS Solution to any third party except as expressly authorized hereunder; (iii) create a derivative work of any part of the SaaS Solution; or (iv) intentionally use the SaaS Solution for any unlawful purpose.

1.5 Use Restrictions and Adjustments.

1.5.1 Use Restrictions. Vendor and Purchaser will engage in a true-up process to reconcile actual Use by Purchaser with Use Restrictions no more than once every year. If the Use exceeds the Use Restrictions, Purchaser shall pay to Vendor, and Vendor's sole and exclusive remedy will be amounts that should have been paid for the Use in excess of the Use Restriction on a pro-rata basis. Any such amounts shall be included in the then current invoice.

1.5.2 Increased Usage. Purchaser may, from time to time, elect to increase their usage of the SaaS Solution in excess of applicable Use Restrictions. Purchaser will have the right to make such increase and Vendor will be obligated to provide and permit such increased usage of the SaaS Solution and all applicable SaaS Enabling Software at the pricing and on the conditions set forth in the Agreement. If the SaaS Solution is eligible for volume pricing and the increased Use raises the Use above the applicable threshold, the new volume discount will be applied to all Subscription Fees.

1.5.3 Usage Reduction. Purchaser may, from time to time, elect to reduce the number of End Users or otherwise reduce its purchasing obligations under the applicable Ordering Documents. Purchaser will have the right to make such reductions and the Subscription Fees will be reduced proportionately.

2. **INSTALLATION, TESTING & ACCEPTANCE.**

- 2.1 Installation and Configuration.** Vendor shall provide all Software Installation and Configuration Services necessary for the SaaS Enabling Software to meet the performance specifications set forth in the Documentation and/or as specified in an Ordering Document.
- 2.2 Product Acceptance Testing.** Upon initial installation and implementation of SaaS Enabling Software and upon installation or implementation of an Upgrade or Update, unless different Product Acceptance Criteria is set forth in the applicable Ordering Document, Purchaser shall have, at a minimum, thirty (30) days to test and review the implemented SaaS Enabling Software to ensure it conforms with the Product Acceptance Criteria, which shall be at Purchaser's sole discretion. Vendor agrees to assist Purchaser, as requested, in the performance of such testing and review and to cooperate with other vendors and suppliers of Purchaser in conducting such testing and review. In the event Vendor and Purchaser do not create additional, specific Product Acceptance Criteria, then Purchaser shall, at its discretion, determine the additional, specific Product Acceptance Criteria for the applicable SaaS Enabling Software.
- 2.3 Nonconforming Vendor Software.** If the SaaS Enabling Software fails to conform to the Product Acceptance Criteria, whether during initial installation and implementation or during installation or implementation of an Upgrade or Update, Purchaser may reject the SaaS Enabling Software or the installed Update or Upgrade, as applicable, and the related Software Installation and Configuration Services, by providing Vendor with written notice specifying such Errors. Upon receipt of such notice, Vendor shall correct all such Errors as soon as practicable, but no later than fifteen (15) days from the date of Purchaser's notice of rejection or, at Purchaser's sole option and to Purchaser's satisfaction, Vendor shall provide a remediation plan and schedule to correct such Errors. Purchaser shall have, at a minimum, thirty (30) additional days from receipt of the corrected SaaS Enabling Software or the installed Update or Upgrade, as applicable to test and review the correction according to the Product Acceptance Criteria. If Vendor is unable to correct the deficiency, Purchaser may: (a) elect to terminate the applicable Ordering Document; (b) without affecting Purchaser's rights under the Agreement, elect to not receive the Update or Upgrade and continue to use a previous version of the SaaS Enabling Software; or (c) resubmit a notice of rejection to Vendor for a second opportunity to correct such Error. In the event Vendor is unable to correct the deficiency or only partially corrects the deficiency, then Vendor shall: (1) refund any fees pre-paid by Purchaser for the SaaS Solution or, at Purchaser's election, the portions of the SaaS Solution where the Errors and/or failures continue to exist, and (ii) fees for other Products and Services that were purchased for use with the SaaS Solution. Purchaser may waive its right to reject the SaaS Enabling Software or any Update or Upgrade, and such waiver shall not be construed as a waiver of Purchaser's right to reject the SaaS Enabling Software or any Update or Upgrade arising from any other Error(s) to conform to the Product Acceptance Criteria. For avoidance of doubt, Purchaser's Product Acceptance under this Section 2.3 (Nonconforming Vendor Software) shall not limit or alleviate Vendor's

responsibilities, representations, warranties, and obligations otherwise set forth in this SaaS Exhibit or the Agreement.

3. MAINTENANCE AND SUPPORT; MINIMUM SERVICE LEVELS.

3.1 Maintenance and Support Services. During the term of the SaaS Solution, Vendor shall provide to Purchaser at no additional charge: (a) the maintenance and support services necessary to correct any Errors in the SaaS Enabling Software in accordance with the MASL Exhibit; (b) all Updates and Upgrades and any maintenance and support Services required to implement Updates and Upgrades; and (c) any and all Software Maintenance and Support Services. Vendor's foregoing Software Maintenance and Support Services obligations shall apply to prior versions of the SaaS Enabling Software that are two (2) versions behind the then-current version. Notwithstanding the foregoing, all SaaS Enabling Software releases shall be downward compatible, so that new releases are compatible with pre-existing configurations and data formats pursuant to Purchaser's software upgrade process. For the avoidance of doubt, Software Maintenance and Support Services provided by Vendor to Purchaser are Services.

3.2 Upgrades and Updates. During the term, Purchaser has rights to Use the SaaS Solution, Vendor shall offer Purchaser, without additional charge, all Upgrades and Updates and any revised Documentation to the SaaS Enabling Software that are generally offered to Vendor's customers as soon as they have been offered to or made available to any Vendor customer. Purchaser, in its sole discretion, may approve or reject any or all Upgrades and Updates to the SaaS Enabling Software. Any Upgrade or Update approved by Purchaser shall be deemed to be Vendor Software and subject to the terms and conditions of this SaaS Exhibit and the Agreement.

4. DISASTER RECOVERY AND BUSINESS CONTINUITY. In addition to any of its obligations under the Agreement, Vendor will notify Purchaser as soon as possible after it deems a service outage to be a disaster and will address any such outage in accordance with the terms of its disaster recovery plan.

5. COOPERATION WITH THIRD PARTIES. Vendor hereby acknowledges that Purchaser may, in its discretion, engage other persons or firms (including, without limitation, Purchaser employees) to perform services or work similar or related to the SaaS Solution, or to perform some or all of Purchaser's responsibilities under this SaaS Exhibit. Vendor agrees to cooperate as requested by Purchaser with such other persons or firms to coordinate the provision of SaaS Solution for or on behalf of Purchaser. Such coordination shall include, but not be limited to: (a) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the SaaS Solution or the provision thereof, regardless of the actual or suspected root-cause of such problems; (b) providing information concerning the SaaS Solution to such other service providers; and (c) taking direction from such other persons or firms as if such direction was from Purchaser itself.

6. **PROPRIETARY RIGHTS.**

- 6.1 Reservation of Rights by Vendor.** The SaaS Solution is proprietary to Vendor, and Vendor reserves all right, title and interest in and to the SaaS Solution, including all related software and Intellectual Property Rights. No rights are granted to Purchaser hereunder other than the limited access rights expressly set forth herein. Provision of Services.
- 6.2 Proprietary Rights of Purchaser.** Purchaser owns and shall continue to own all right, title and interest in and to the Purchaser Content and Purchaser Data. Vendor does not have any right or interest, including, without limitation, Intellectual Property Rights, in the Purchaser Content or Purchaser Data except as expressly provided for in this SaaS Exhibit and the Agreement. Vendor does not acquire and may not claim any lien, encumbrance, or other security interest in any Purchaser Content or Purchaser Data. Purchaser shall have the right, at no additional charge, to reproduce solely for its own internal Use and the internal Use of its Affiliates and their respective customers, all Documentation and shall have the right to incorporate in whole or in part, any Documentation provided into its own training materials.

7. **TERMINATION.**

7.1 **Additional Termination Rights.**

- 7.1.1 **Service Termination Event; Degradation of Services; Termination for Breach.** In addition to the termination rights in the Agreement, in the event Vendor changes the SaaS Solution and such changes result in a material degradation or reduction in the functionality of the SaaS Solution (as measured from the Ordering Document Effective Date) including, without limitation, a material failure of the SaaS Solution or any portion thereof to comply with any Institutional Requirements, then Purchaser shall have the right to terminate the applicable Ordering Document (or the section applicable to the SaaS Solution, at Purchaser's option) immediately for cause. If Vendor is unable to remedy any material breach of any representation or warranty within the thirty (30) day cure period, Purchaser may, in addition to any other remedies available at law or equity or any other termination rights under the Agreement, exercise either of the following options by giving Vendor thirty (30) days' prior written notice: (a) terminate the SaaS Solution, in which event (1) Vendor shall refund to Purchaser all prepaid fees, and (2) Purchaser shall have no obligation to make any further payment for such SaaS Solution; or (b) elect to continue the use of the SaaS Solution without any payment obligations for such use. To the extent Purchaser has prepaid for any SaaS Solution, Vendor will apply prepayments for the nonconforming period to Purchaser's next invoice. If no further payments are due to Vendor, then Vendor shall pay such amounts to Purchaser within thirty (30) calendar days.

7.1.2 **Return of Vendor-Provided Equipment and Consumables.** In the event that Purchaser has purchased Equipment or consumables from Vendor for use in connection with the SaaS Solution, upon a termination pursuant to this Section 7.1.1 (Service Termination Event; Degradation of Services; Termination for Breach), Purchaser shall have the right to return such Equipment or consumables to Vendor and receive a refund: (1) of the Equipment purchase price less a prorated deduction based on an expected depreciation lifetime of the greater of: (a) five (5) years and (b) the applicable Useful Life set forth in the Agreement; and (2) the purchase price of the consumables.

7.2 **Continuation Assistance.** Upon the expiration or termination of the Purchaser's rights to the SaaS Solution for any reason, Vendor will provide Continuation Assistance for a period of no less than six (6) months (unless otherwise directed by Purchaser) and at the rates set forth in the Agreement or if no rates are set forth as otherwise mutually agreed upon between Vendor and Purchaser. As part of Continuation Assistance: (a) Vendor will provide to Purchaser all Purchaser Data in an easily usable format as designated by Purchaser; and (b) provide reasonable assistance to help facilitate an orderly transition to Purchaser or its designee.

7.3 **Survival.** Section 6 (Proprietary Rights), Section 7.1 (Additional Termination Rights), Section 7.2 (Continuation Assistance) and this Section 7.3 (Survival) will survive any termination or expiration of this SaaS Exhibit.

8. **REPRESENTATION AND WARRANTIES.**

8.1 **Vendor Representations and Warranties.**

8.1.1. **Restrictions on Public Software.** Vendor represents, warrants and covenants that: (a) unless Vendor complies with the requirements of the applicable license and Vendor can provide documentation of such compliance, the SaaS Solution shall not contain, and shall not have been developed or modified through the use of Public Software or any open source or public library software and (b) the SaaS Solution shall not contain, and shall not have been developed or modified through the use of Public Software or any open source or public library software that would require or result in the release of any proprietary code owned or otherwise licensed by Purchaser as a result of Purchaser's intended Use of the SaaS Solution.

8.1.2 **Location of Data.** Without the prior written consent of Purchaser, Vendor shall not store Purchaser Data on any portable device or equipment located outside of the United States. In the event Purchaser consents to accessing Purchaser Data outside the continental United States, Vendor shall employ technology that prohibits such Purchaser Data from being printed, copied, transferred, downloaded, or otherwise manipulated by Vendor.

- 8.2 Representations and Warranties Not Exclusive.** The foregoing representations and warranties are in addition to the representations and warranties set forth anywhere else in the Agreement, any Attachment and this SaaS Exhibit.
- 9. THIRD-PARTY COMPONENTS.** Vendor will not provide any SaaS Enabling Software which contain, incorporate or rely upon third-party component (e.g., operating systems, Java, etc.) that may be declared to be “end of life” within twenty-four (24) months from the date of Purchaser’s acquisition of the SaaS Solution. Vendor represents that all third party components contained in, incorporated within, or required for use of the SaaS Enabling Software are currently supported, and are not considered “end of life” by the third-party provider of such components. If any such third party component is scheduled to reach, or otherwise becomes, “end of life” after Purchaser’s acquisition of the SaaS Solution, Vendor will replace such third party component as soon as reasonably practical, and such shall be considered and resolved as a Severity 1 Error but in no event more than three (3) months from the date such third party components go “end of life” and at no cost to Purchaser or HealthTrust. Any replacement hereunder will be functionally equivalent and without any material diminution in value or performance. Vendor represents and warrants to Purchaser that (a) Vendor has all rights and licenses necessary to provide the SaaS Solution (including any third party components); and (b) neither rights or licenses granted to Purchaser in respect of the SaaS Solution nor Purchaser’s use of the SaaS Solution pursuant to the Agreement shall be limited, diminished or hindered in any way by the SaaS Enabling Software’s reliance upon, inclusion of, or incorporation of such third party component.
- 10. NON-SUSPENSION OF SAAS SOLUTION.** Vendor will not interrupt or suspend the provision of the SaaS Solution for any reason whatsoever, other than for failure to pay amounts owed to Vendor which are not subject to a bona fide dispute.
- 11. DIVESTITURE; TRANSITION.** Purchaser may Use the SaaS Solution and any related Documentation for the benefit of a Divested Business during any transition services period of up to two (2) years at no added charge. In addition, Vendor will continue to provide the SaaS Solution to such Divested Business on terms and conditions substantially similar to this Exhibit.
- 12. REPLACEMENT OR RENAMED PRODUCT.** In the event Vendor provides Replacement Products, then such Replacement Products shall be automatically licensed to the Purchaser pursuant to the terms and conditions of this SaaS Exhibit at no additional charge.
- 13. CONFLICTS.** The terms of this Exhibit shall control in the event of any conflict between these terms and any terms or documents provided by Vendor (including, without limitation, an Ordering Document provided by Vendor), unless such terms or document expressly state otherwise and have been approved in writing by HealthTrust.

Exhibit ON PREM
On Premise Software Exhibit

This On Premise Software Terms and Conditions Exhibit (this “On Premise Software Exhibit”), is attached to and incorporated into the Agreement. The terms and conditions of the Agreement and this On Premise Software Exhibit shall govern Vendor’s provision of any Vendor Software to Purchasers that are on premise and/or install based software. In the event of a conflict between the Agreement and this On Premise Software Exhibit, the Agreement shall control. Capitalized terms used in this On Premise Software Exhibit, but not otherwise defined herein will have the meaning set forth in the Agreement or the Definitions Exhibit. Any reference to “Section” in this On Premise Software Exhibit will refer to the applicable section in this On Premise Software Exhibit unless otherwise indicated.

EXHIBIT PURPOSE

The purpose of this On Premise Software Exhibit is to provide minimum terms and conditions applicable to application software provided by Vendor and installed locally, whether as a separate Product or incorporated within another Product. This exhibit does not cover firmware embedded in the Products. The terms and conditions applicable to embedded firmware are as set forth in the Agreement.

1. LICENSE.

1.1 License Grant. Vendor hereby grants to Purchaser, a non-exclusive, transferable (except as provided herein), perpetual (except in the case of a Term License, in which case the rights granted in this 1.1 shall last for the Term) license to Use the Vendor Software in accordance with the terms and conditions expressly stated in this On Premise Software Exhibit. The foregoing license shall be a CPU License, a Server License, a Site License, an Enterprise License, a Desktop License, a User License, a Concurrent User License, or a Term License, as designated in applicable Ordering Documents. In the event that neither Purchaser nor Vendor specifies the type of license to be provided in an Ordering Document, then the license shall be an Enterprise License. Purchaser’s independent contractors, outsourcers, suppliers and similar third parties may Use the Vendor Software, and Purchaser will be responsible for their compliance with the terms of this On Premise Software Exhibit.

1.2 Upgrades and Updates. Vendor shall promptly provide Purchaser, without additional charge, all Upgrades and Updates to Vendor Software that are generally provided to Vendor’s customers: (a) for a Term License for the term of such license; and (b) for all other Vendor Software, while under warranty and during all periods where Purchaser has purchased Software Maintenance and Support Services. All Updates and Upgrades shall be provided in accordance with an upgrade schedule satisfactory to Purchaser. Purchaser, in its sole discretion, may approve or reject any or all Upgrades and Updates. Any Upgrade or Update accepted by Purchaser in accordance with Section 2.2 (Product Acceptance Testing) shall be deemed to be Vendor Software and subject to the terms and conditions of this On Premise Software Exhibit and the Agreement.

- 1.3 **Data Processing Services.** Vendor expressly consents and agrees that without further notice or action by any party, Purchaser may use the Vendor Software to provide Data Processing Services to Affiliates without any additional payment to Vendor.
- 1.4 **Peripheral Equipment.** Vendor agrees that there will be no location limitations or restrictions on peripheral equipment components (including, but not limited to, direct access storage devices, printer, and communications equipment) operated in association with Vendor Software.
- 1.5 **Ordering Document Requirement.** All Ordering Documents for Vendor Software will include a description, at minimum of the following: (a) the Vendor Software; (b) the Vendor Software license type; (c) Designated Sites; (d) if a Concurrent User License, the number of Concurrent Users; (e) number of Desktop systems for Desktop License; (f) number of Servers for Server License; (g) if User License, name of Users; (h) delivery method; (i) any Professional Services, (j) Services Acceptance Criteria and Product Acceptance Criteria (if any); (k) Software Installation and Configuration Services; and (l) if applicable, the annual fee for Software Maintenance and Support Services.
- 1.6 **Additional and Substitute Locations.** In the case of a CPU License or a Site License, Purchaser may use Vendor Software at substitute or additional locations without providing notification to Vendor or receiving the consent of Vendor. In such event, for a transition period of up to six (6) months, the Vendor Software may be operational at both locations and such use will not violate any Use Restriction. Further, Purchaser may replace CPUs, regardless of the number of cores, under any license without incurring additional fees.

2. **INSTALLATION, TESTING & ACCEPTANCE.**

- 2.1 **Installation and Configuration.** Vendor shall provide all Software Installation and Configuration Services necessary for the Vendor Software to meet the performance specifications set forth in the Documentation and/or as specified in an Ordering Document.
- 2.2 **Product Acceptance Testing.** Upon initial installation and implementation of Vendor Software and upon installation or implementation of an Upgrade or Update, unless different Product Acceptance Criteria is set forth in the applicable Ordering Document, Purchaser shall have, at a minimum, thirty (30) days to test and review the implemented Vendor Software to ensure it conforms with the Product Acceptance Criteria, which shall be at Purchaser's sole discretion. Vendor agrees to assist Purchaser, as requested, in the performance of such testing and review and to cooperate with other vendors and suppliers of Purchaser in conducting such testing and review. In the event Vendor and Purchaser do not create additional, specific Product Acceptance Criteria, then Purchaser shall, at its discretion, determine the additional, specific Product Acceptance Criteria for the applicable Vendor Software.

2.3 Nonconforming Vendor Software. If the Vendor Software fails to conform to the Product Acceptance Criteria, whether during initial installation and implementation or during installation or implementation of an Upgrade or Update, Purchaser may reject the Vendor Software or the installed Update or Upgrade, as applicable, and the related Software Installation and Configuration Services, by providing Vendor with written notice specifying such Errors and/or failures. Upon receipt of such notice, Vendor shall correct all such Errors and/or failures as soon as practicable, but no later than fifteen (15) days from the date of Purchaser's notice of rejection or, at Purchaser's sole option and to Purchaser's satisfaction, Vendor shall provide a remediation plan and schedule to correct such Errors and/or failures. Purchaser shall have, at a minimum, thirty (30) additional days from receipt of the corrected Vendor Software or the installed Update or Upgrade, as applicable, to test and review the correction according to the Product Acceptance Criteria. If Vendor is unable to correct the deficiency, Purchaser may: (a) elect to terminate the applicable Ordering Document; (b) without affecting Purchaser's rights under the Agreement, elect to not receive the Update or Upgrade and continue to use a previous version of Vendor Software; or (c) resubmit a notice of rejection to Vendor for a second opportunity to correct such Error and/or failure. In the event Vendor is unable to correct the deficiency or only partially corrects the deficiency, then: (i) Vendor shall refund any fees pre-paid by Purchaser for the Vendor Software or, at Purchaser's election, the portions of the Vendor Software where the Errors and/or failures continue to exist, and (ii) refund fees for other Products and Services that were purchased for use with such Vendor Software. Purchaser may waive its right to reject the Vendor Software or any Update or Upgrade, and such waiver shall not be construed as a waiver of Purchaser's right to reject the Vendor Software or any Update or Upgrade arising from any other Error(s) or failure(s) to conform to the Product Acceptance Criteria. For avoidance of doubt, Purchaser's Product Acceptance under this Section 2.3 (Nonconforming Vendor Software) shall not limit or alleviate Vendor's responsibilities, representations, warranties, and obligations otherwise set forth in this On Premise Software Exhibit or the Agreement.

3. MAINTENANCE & SUPPORT; TRAINING.

3.1 Software Maintenance and Support Services. As specified in an Ordering Document and subject to the terms and conditions set forth in this On Premise Software Exhibit, Vendor shall provide: (a) the maintenance and support services necessary to correct any Errors in the Vendor Software in accordance with the MASL Exhibit; (b) all Updates and Upgrades, related Documentation, and any maintenance and support Services required to implement Updates and Upgrades; and (c) any and all Software Maintenance and Support Services. Vendor's foregoing Software Maintenance and Support Services obligations shall apply to prior versions of the Vendor Software that are two (2) versions behind the then-current version. Notwithstanding the foregoing, all Vendor Software releases shall be downward compatible, so that new releases are compatible with pre-existing configurations and data formats pursuant to Purchaser's software upgrade process. For the avoidance of doubt, Software Maintenance and Support Services provided by Vendor to

Purchaser are Services. As part of the Software Maintenance and Support Services, Vendor will provide Level 1 Support, Level 2 Support and Level 3 Support.

- 3.2 Software Maintenance and Support Services Fees.** Vendor and Purchaser acknowledge and agree that no payment of Software Maintenance and Support Services fees shall be due until one (1) year from Product Acceptance of Vendor Software pursuant to Section 2 (Installation, Testing & Acceptance). Thereafter for all other license types other than a Term License, Software Maintenance and Support Services shall be provided for an annual charge as specified in the applicable Ordering Documents. For all license types other than Term License, Vendor shall invoice Software Maintenance and Support Services Fees in advance annually and send such invoice to Purchaser. For a Term License, Purchaser will not pay additional amounts for Software Maintenance and Support Services beyond the annual license fee.
- 3.3 Report of Software Maintenance and Support Services.** At Purchaser's request, Vendor shall prepare and submit to Purchaser a detailed report describing all of the Software Maintenance and Support Services provided to Purchaser under this On Premise Software Exhibit.
- 3.4 Discontinuation of Software Maintenance and Support Services.** If Vendor ceases to carry out the required Software Maintenance and Support Services, in addition to all rights Purchaser may have pursuant to a Purchasing Agreement, Purchaser may choose to, at its sole discretion, and at Vendor's sole expense to either: (a) procure services that are equally suitable, compatible and functionally equivalent to the discontinued Software Maintenance and Support Services, as approved by Purchaser; or (b) return the Vendor Software to Vendor or discontinue all use of the Vendor Software and Vendor shall refund: (i) all moneys paid by Purchaser in connection with such Vendor Software; and (ii) all amounts paid for Products and Services where the value or usefulness of such Product or Service is reduced by the discontinuation; or (c) receive a copy of the source code and source code documentation for the Vendor Software to be used solely for Purchaser's continued use and support of the Vendor Software. In the event Purchaser elects (c), Purchaser may employ or utilize any of Vendor's former Vendor Personnel, without any penalty or liability, for purposes of obtaining support services for the Vendor Software, notwithstanding any provision to the contrary in the Agreement, and Vendor agrees that any information shared by such former Vendor Personnel, in the course of providing software support services to Purchaser, shall not constitute a violation of any agreement Vendor has with its Vendor Personnel, including terms concerning the sharing of Vendor's Confidential Information.
- 3.5 Training.** At no additional cost, Vendor shall provide sufficient training to Purchaser to ensure that Purchaser and Purchaser's personnel are capable of using and operating the Vendor Software.

4. **VENDOR WARRANTIES.**

- 4.1 **Representations and Warranties.** In addition to Vendor's representations and warranties in the Agreement and any Attachment, Vendor represents, warrants and covenants that all Vendor Software: (a) shall operate in conformance with the Documentation; (b) shall not contain, and shall not have been developed or modified through the use of Public Software that does not comply with Section 7 (Public Software); (c) shall be compatible with supported versions of any software on which it relies, including, without limitation, operating systems or runtimes; (d) will not disable or interfere with any other process, system or technology of Purchaser; and (e) shall not be limited, diminished or hindered in any way by the Vendor Software's reliance upon, inclusion of, or incorporation of such Public Software.
- 4.2 **No Vendor Interference.** Vendor shall not, for any reason remove, alter, disable, corrupt, or interfere with the Vendor Software for purposes of preventing Purchaser from using the Vendor Software, or otherwise intentionally rendering the Vendor Software inoperable as the result of any dispute under the Agreement. Notwithstanding the foregoing, nothing shall prevent Vendor or Purchaser from exercising its rights to seek relief from the judicial system for compensation or injunctive relief.

5. **CORRECTION OF ERRORS.**

- 5.1 **Notification and Correction of Defects.** Vendor shall promptly notify Purchaser of any Errors in the Vendor Software or Documentation that it learns from any source. Vendor shall promptly correct, or have corrected, any material defects or malfunctions in the Vendor Software or Documentation that are discovered and provide Purchaser with corrected copies of same, without additional charge in accordance with the MASL Exhibit. Vendor's obligation hereunder will not be deemed to affect any other liability that it may have to Purchaser.
- 5.2 **Defect Correction Plan.** If Purchaser notifies Vendor in writing that Vendor Software has failed to perform in accordance with the applicable Documentation or to conform to Vendor's representations and warranties, Vendor shall, at its own cost and expense and within thirty (30) days of such written notice, either correct each deficiency or provide Purchaser with a plan acceptable to Purchaser for correcting the deficiency. Any corrected Vendor Software provided to Purchaser shall be subject to the provisions set forth in Section 2 (Installation, Testing & Acceptance). This Section 5.2 (Defect Correction Plan) shall be in addition to, and not in limitation of, other remedies and rights available at law or equity or under the Agreement.

6. **THIRD-PARTY COMPONENTS.** Vendor will not provide Products or Services which contain, incorporate or rely upon third-party components (e.g., operating systems, Java, etc.) that may be declared to be "end of life" within twenty-four (24) months from the date of Purchaser's acquisition of such Product or Service. Vendor represents that all third party components contained in, incorporated within, or required for use of, its' Products and Services are currently supported, are not considered "end of life" by the third-party provider of such components. If any such third party component is scheduled to reach, or otherwise

becomes, “end of life” after Purchaser’s acquisition of any Product or Service, Vendor will replace such third party component as soon as reasonably practical, and considered and resolved as a Severity 1 Error, but in no event more than three (3) months from the date such third party components go “end of life” and at no cost to Purchaser or HealthTrust. Any replacement hereunder will be functionally equivalent and without any material diminution in value or performance. Vendor represents and warrants to Purchaser that (a) Vendor has all rights and licenses necessary to provide such Products and Services (including any third party component); and (b) neither rights or licenses granted to Purchaser in respect of such Products or Services nor Purchaser’s use of such Products or Services pursuant to the Agreement shall be limited, diminished or hindered in any way by the Vendor Software’s reliance upon, inclusion of, or incorporation of such third party component.

7. **PUBLIC SOFTWARE.** If Vendor Software contains Public Software, then Vendor will identify and submit to HealthTrust and Purchaser in writing for review each Product and Service that may contain, incorporate or rely upon any Public Software, along with a list of the specific Public Software included in such Product or Service, before Purchaser purchases such Product or Service. If a Product or Service incorporates Public Software, Vendor will only use currently supported, maintained and active Public Software. Public Software is not considered actively maintained if (a) more than one (1) calendar year has passed since the last release, (b) the Public Software’s official distribution web site does not list an individual who maintains the software, or (c) the maintainer fails to respond to questions or requests for security fixes for longer than one (1) month. Any Product or Service developed or modified through the use of Public Software or any open source or public library software, including, but not limited to, any version of any software licensed pursuant to any GNU public license, must be approved by Purchaser in writing prior to the provision of such Product or Service.

8. **TERM AND TERMINATION.**

8.1 **License Continuation.** Licenses granted by Vendor to Purchaser pursuant to this On Premise Software Exhibit are non-exclusive licenses that become effective upon the Ordering Document Effective Date, shall survive the termination of this On Premise Software Exhibit or any applicable Ordering Document and, except with respect to Term Licenses, shall continue in perpetuity unless terminated sooner in accordance with the provisions of this On Premise Software Exhibit. The term of any Software Maintenance and Support Services shall continue for so long as Purchaser makes payment for such Services. The discontinuance of payments for Software Maintenance and Support Services shall not constitute grounds for cancellation by Vendor of any license granted herein to use Vendor Software.

8.2 **Additional Termination Rights.** In addition to any other termination rights Purchaser may have under the Agreement, if Vendor is unable to remedy any material breach of any representation or warranty within thirty (30) days after receiving notice of such breach by Purchaser, then Purchaser may, in addition to any other remedies available at law or equity or any other termination rights under the Agreement, exercise either of the following options: (a) terminate the applicable Ordering Document, in which event (i) Vendor shall refund to Purchaser all license fees, all

prepaid but unused Software Maintenance and Support Services fees, fees paid for Vendor-provided hardware, and any other fees or expenses paid in connection with such Vendor Software and related and affected Products and Services, and (ii) Purchaser shall have no obligation to make any further payment for such Vendor Software or any related and affected Products or Services; or (b) defer further payments until Vendor has corrected such breach.

- 8.3 No Termination Fees.** The termination of an Ordering Document by Purchaser shall be without any additional liability or cancellation payment by Purchaser to Vendor.
- 8.4 Effect of Termination.** Termination of an applicable Ordering Document shall not affect rights and/or obligations of Vendor and Purchaser which arose prior to any such termination (unless otherwise provided herein), and such rights and/or obligations shall survive any such termination.
- 8.5 Continuation Assistance.** Upon the expiration or termination of any Term License for any reason, Vendor will provide Continuation Assistance for a period of up to six (6) months (unless otherwise directed by Purchaser). The period of Continuation Assistance will constitute part of the Term. Purchaser will pay Vendor a pro-rated license fee for the period of Continuation Assistance based on the pricing set forth in the applicable Ordering Document. As part of Continuation Assistance: (a) Vendor will permit continued use of Vendor Software; and (b) provide reasonable assistance to help facilitate an orderly transition to Purchaser or its designee.
- 9. CONFLICTS.** The terms of this Exhibit shall control in the event of any conflict between these terms and any terms or documents provided by Vendor (including, without limitation, an Ordering Document provided by Vendor), unless such terms or document expressly state otherwise and have been approved in writing by HealthTrust.
- 10. DIVESTITURE; TRANSITION.** Purchaser may Use the Vendor Software and any related Documentation for the benefit of a Divested Business during any transition services period of up to two (2) years at no added charge. In addition, Vendor will continue to provide the Vendor Software to such Divested Business on terms and conditions substantially similar to this Exhibit.

Exhibit MASL
Minimum Acceptable Service Levels Exhibit (MASL)

This Minimum Acceptable Service Levels Exhibit (this “MASL Exhibit”), is attached to and incorporated into the Agreement. The terms and conditions of the Agreement and this MASL Exhibit shall govern Vendor’s provision of any and all Vendor Software and Equipment. In the event of a conflict between the Agreement and this MASL Exhibit, the Agreement shall control. Capitalized terms used in this MASL Exhibit but not otherwise defined herein will have the meaning set forth in the Agreement or the Definitions Exhibit. Any reference to “Section” in this MASL Exhibit will refer to the applicable section in this MASL Exhibit unless otherwise indicated.

EXHIBIT PURPOSE

The purpose of this MASL Exhibit is to provide minimum acceptable service level performance standards for all Vendor Software and Equipment.

1. **MINIMUM ACCEPTABLE SERVICE LEVELS.** Vendor will provide the Vendor Software and Equipment, as applicable, in accordance with the applicable MASL Chart attached hereto, and at least with service levels equal to or better than the service levels provided by Vendor to its other customers. Vendor represents and warrants that Vendor shall adjust the MASLs, if necessary, to maintain the MASLs in accordance with the foregoing sentence.
2. **ERROR RESOLUTION STANDARDS.** All Errors shall be Resolved pursuant to the applicable MASL Chart attached hereto. Vendor shall maintain help desk support that shall receive Error calls on a 24x7x365 basis. Elapsed time from initial trouble report to call acknowledging Error and providing estimated time for technician response shall not exceed thirty (30) minutes. Vendor’s standard and emergency customer service contact information is set forth below: Adam Walter awalter@probomedical.com.
3. **MASL MEASUREMENT AND REPORTING.** Vendor shall measure and report to Purchaser its performance against each applicable MASL during each month by the tenth (10th) day of the following month and report each MASL Failure in the month such MASL Failure occurs. Vendor shall meet with Purchaser at least quarterly, or more frequently if requested by Purchaser, to review Vendor’s actual performance against the MASL and shall recommend remedial actions to resolve any performance deficiencies.
4. **ROOT-CAUSE ANALYSIS AND CORRECTION.** Promptly, and in no event later than five (5) days after Vendor’s discovery of, or, if earlier, Vendor’s receipt of a notice from Purchaser regarding, any MASL Failure, Vendor shall: (a) perform a root-cause analysis to identify the cause of such MASL Failure; (b) correct such MASL Failure (regardless of whether caused by Vendor); (c) provide Purchaser with a written report detailing the cause of, and procedure for correcting, such MASL Failure; and (d) provide Purchaser with satisfactory evidence that such MASL Failure will not recur. The correction of any MASL Failure shall be performed entirely at Vendor’s expense.
5. **IMPROVEMENTS IN PERFORMANCE.** The Parties shall review and discuss the MASLs from time to time, but not less frequently than annually. Upon mutual agreement,

after any such review, the MASL may be adjusted, for the benefit of Purchaser, to reflect improved performance requirements based upon advances in available technology and methods that are suitable for use in connection with the Vendor Software and Equipment, the increased capabilities of any infrastructure acquired for use by Purchasers in connection with Vendor Software and Equipment, changes in the operations and environment of Purchasers and Vendor, and other changes in circumstances. Vendor shall continuously evaluate ways to improve its performance and shall make these improvements available to Purchasers as soon as possible.

6. **SERVICE COMPLIANCE RELIEF.** Vendor shall be entitled to temporary relief from its obligations to timely comply with the MASLs if and to the extent: (a) it has been determined, by mutual agreement of Vendor and Purchaser that such failure by Vendor directly results from Purchaser's failure to perform its obligations under the Agreement or from a failure in performance of any subcontractor, agent, or third party not managed or retained by Vendor; and (b) Vendor provides Purchaser with reasonable prior written notice of, and a reasonable opportunity to correct, such failure. Such temporary relief shall be only to the extent and for the duration that Vendor's performance is so affected and Vendor shall in all events use commercially reasonable efforts to return to compliance with its obligations.
7. **SERVICE CREDITS.** In the event of any MASL Failure in any given month, a Service Credit will be imposed on Vendor as set forth in the applicable MASL Chart. In the event an Error is not corrected in the timeframes listed in the applicable MASL Chart, then the Service Credits shall continue until Vendor has Resolved the Error. For the avoidance of doubt, in the event there are multiple Errors, whether arising from the same set of facts or otherwise, an individual Service Credit will be imposed on Vendor for each Error. The Parties acknowledge and agree that any Service Credit is intended to reflect, to some extent, the diminished value of the applicable Vendor Software and Equipment as a result of any such MASL Failure; such Service Credit is not intended to compensate Purchaser for any breach or default by Vendor under the Agreement, or to constitute penalties, damages, liquidated damages, or other compensation for any such breach or default. In no event shall Service Credits be Purchaser's sole and exclusive remedy with respect to any MASL Failure by Vendor. In the event Purchaser recovers damages from Vendor for any breach or default with respect to any MASL Failure, such damages shall be reduced to the extent of any Service Credits previously collected by Purchaser in respect of such MASL Failure. Service Credits will be aggregated on a quarterly basis and settled by the last day of the month following the end of the quarter in which such Service Credits accrued.
8. **SERVICE TERMINATION EVENT.** In addition, in the event of a Service Termination Event, Purchaser may, at its option, terminate any agreement as it relates to the applicable Vendor Software or Equipment for cause (with no opportunity to cure) provided however that any terms which by their nature must survive after termination to give their intended effect shall be deemed to survive such termination.

9. **CONFLICTS.** The terms of this MASL Exhibit shall control in the event of any conflict between these terms and any terms or documents provided by Vendor (including, without limitation, an Ordering Document provided by Vendor) and the termination right in Section 8 hereof shall prevail in the event of a conflict with any other agreement between a Purchaser and Vendor, unless such terms or document expressly state otherwise and have been approved in writing by HealthTrust.

10. **MASL CHARTS.**

10.1 **Vendor Software MASL Chart.**

Severity Levels	Minimum Acceptable Service Levels	Service Credit
Severity 1 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within thirty (30) minutes (with hourly update communication regarding resolution progress thereafter), and shall Resolve each Severity 1 Error as soon as possible, but in any event within four (4) hours from the time the Severity 1 Error was first reported.	The greater of: (1) 10% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$1,000.00.
Severity 2 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within sixty (60) minutes, and shall Resolve each Severity 2 Error as soon as possible, but in any event, within twenty-four (24) hours from the time the Severity 2 Error was first reported. Resolution of a Severity 2 Error may include the following interim remedies, provided Purchaser has approved in writing the interim remedies proposed: (a) Data Correction – Vendor will take all reasonable measures to correct Purchaser Data in the database to Resolve the issue; (b) Workaround Technique – Vendor will provide the user with a Workaround Technique; (c) Software Correction – If Data Correction and Restore Workaround Techniques prove successful in Purchaser’s sole discretion, Vendor will nevertheless Resolve the Severity 2 Error in the next Update to the Vendor Software; and (d) Emergency Escalation – If Data Correction and Restore Workaround Techniques prove unsuccessful in Purchaser’s sole discretion, Vendor will perform emergency maintenance to Resolve the Severity 2 Error within forty-eight (48) hours of Purchaser’s request for emergency escalation to Resolve the Severity 2 Error.	The greater of: (1) 8% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$800.00.
Severity 3 Error:	Vendor technician shall initially respond to Severity 3 Error as soon as possible, but in any event within sixty (60) minutes, and shall Resolve each Severity 3 Error within seventy-two (72) hours from the time the Severity 3 Error was first reported. Resolution of a Severity 3 Error may include the following interim remedies; provided, that Purchaser has approved in writing the interim remedies proposed: (a) Workaround Technique – Vendor will provide the user with a Workaround Technique; and (b) Software Correction Scheduling – Vendor will Resolve the Severity 3 Error in the next Update to the Vendor Software. An estimated time of delivery will be provided to the Purchaser within ten (10) business days of initial report of each Severity 3 Error.	The greater of: (1) 5% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$500.00.

Severity 4 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within one (1) business day, and shall review each Severity 4 Error within ten (10) business days from the time the Severity 4 Error was first reported.	The greater of: (1) 2% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$250.00.
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10.2 SaaS Solution MASL Chart.

Severity Levels	Minimum Acceptable Service Levels	Service Credit
Monthly Availability Percentage Standard:	Vendor shall maintain 99.99% Monthly Availability Percentage of the SaaS Solution.	The greater of: (1) 15% of the amounts paid or payable by Purchaser in such month will be imposed on Vendor or (2) \$650.
Severity 1 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within thirty (30) minutes (with hourly update communication regarding resolution progress thereafter), and shall Resolve each Severity 1 Error as soon as possible, but in any event within four (4) hours from the time the Severity 1 Error was first reported.	The greater of: (1) 10% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$1,000.00.
Severity 2 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within sixty (60) minutes, and shall Resolve each Severity 2 Error as soon as possible, but in any event, within twenty-four (24) hours from the time the Severity 2 Error was first reported. Resolution of a Severity 2 Error may include the following interim remedies, provided Purchaser has approved in writing the interim remedies proposed: (a) Data Correction – Vendor will take all reasonable measures to correct Purchaser Data in the database to Resolve the issue; (b) Workaround Technique – Vendor will provide the user with a Workaround Technique; (c) Software Correction – If Data Correction and Restore Workaround Techniques prove successful in Purchaser’s sole discretion, Vendor will nevertheless Resolve the Severity 2 Error in the next Update to the Vendor Software; and (d) Emergency Escalation – If Data Correction and Restore Workaround Techniques prove unsuccessful in Purchaser’s sole discretion, Vendor will perform emergency maintenance to Resolve the Severity 2 Error within forty-eight (48) hours of Purchaser’s request for emergency escalation to Resolve the Severity 2 Error.	The greater of: (1) 8% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$800.00.
Severity 3 Error:	Vendor technician shall initially respond to Severity 3 Error as soon as possible, but in any event within sixty (60) minutes, and shall Resolve each Severity 3 Error within seventy-two (72) hours from the time the Severity 3 Error was first reported. Resolution of a Severity 3 Error may include the following interim remedies; provided, that Purchaser has approved in writing the interim remedies proposed: (a) Workaround Technique – Vendor will provide the user with a Workaround Technique; and (b) Software Correction Scheduling – Vendor will Resolve the Severity 3 Error in the next Update to the Vendor Software. An estimated time of delivery will be provided to the Purchaser within ten (10) business days of initial report of each Severity 3 Error.	The greater of: (1) 5% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$500.00.

Severity 4 Error:	A Vendor technician shall initially respond as soon as possible, but in any event within one (1) business day, and shall review each Severity 4 Error within ten (10) business days from the time the Severity 4 Error was first reported.	The greater of: (1) 2% of the amounts paid or payable by Purchaser for Maintenance and Support Services in such month will be imposed on Vendor or (2) \$250.00.
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10.3 Equipment MASL Chart.

Maintenance and Support Service Category	Criteria	Minimum Acceptable Service Levels	Service Credit
Customer Service/Technical Support Resolution Time:	Total time elapsed from initial Error report to Resolve an Error that does not require a service dispatch and can be completed by Customer Service/Technical Support personnel.	<u>24x7x365</u> 85% resolved within 24 hours 95% resolved within 48 hours 99% resolved within 96 hours	N/A
Engineer Response:	Total time elapsed for Vendor engineer to respond to an Error report.	100% - Vendor engineer shall respond to each Error report within two (2) hours with a four (4) hours onsite response if required (these are maximums not averages or goals)	N/A
Warranty Response/Time to Repair:	Temporary replacement Products may be used to satisfy this requirement; provided that the replacement Product is provided at no additional cost to Purchaser, and that replacement Product is functionally equivalent or exceeds equivalence to the Product being repaired or replaced.	Two (2) working days following notification of the Error to the Vendor's designated technical support personnel of the need for warranty service.	N/A
Customer Service/Technical Support Call Back Response: Time	The total time elapsed from the initial Error report to a call back by Vendor acknowledging receipt of Error report and providing an estimated time for a Vendor technician response.	<u>24x7x365</u> 99% within 1 hour	<u>N/A</u>
Trouble Resolution Confirmation Call:	Total time elapsed from the initial Error report to provide Error resolution confirmation telephone call to the Purchaser. Customer Service/Technical Support may leave a message with a phone number to call back with any questions. If a message is left, the Error report should remain open in a pending closure status for 24 hours to allow the Purchaser the opportunity to confirm the Error is Resolved.	<u>24x7x365</u> 99% within 30 minutes of trouble resolution	<u>N/A</u>
Replacement Parts:	If a specific part has been determined to be faulty/irreparable, Vendor shall dispatch replacement parts immediately upon request.	Replacement part must be provided within four (4) hours.	N/A

Exhibit CIS
Component Interoperability Exhibit

This Component Interoperability Exhibit (this “Interoperability Exhibit”), is attached to and incorporated into the Agreement. The terms and conditions of the Agreement and this Interoperability Exhibit shall govern Vendor’s provision of any Products and Services to a Purchaser. In the event of a conflict between the Agreement and this Interoperability Exhibit, the Agreement shall control. Capitalized terms used in this Interoperability Exhibit but not otherwise defined herein will have the meaning set forth in the Agreement or the Definitions Exhibit. Any reference to “Section” in this Interoperability Exhibit will refer to the applicable section in this Interoperability Exhibit unless otherwise indicated.

CIS EXHIBIT PURPOSE

The purpose of this Interoperability Exhibit is to provide minimum terms and conditions to govern the continuity of and compatibility of interoperability among the Vendor Components and the Specified Components.

1. INTEROPERABILITY OF COMPONENTS.

- 1.1 Vendor Component and Interface Inventory.** Upon Purchaser’s request, Vendor shall provide to Purchaser a Vendor Component and Interface inventory in the form attached as Appendix I. Appendix I lists all Interoperable Vendor Components and identifies the Interface(s) and other information of such Components necessary to ensure the Interoperability of the Vendor Components with the Non-Vendor Components.
- 1.2 Acceptance Testing.** Once Vendor has completed the installation, configuration and integration of Vendor Components and notified Purchaser in writing of completion, Purchaser shall have, at a minimum, thirty (30) business days to test and review the integrated Vendor Components to assess the comprehensive Interoperability and functionality of the Vendor Components with the Specified Components within Purchaser’s environments. This assessment shall be conducted at Purchaser’s sole discretion. Vendor agrees to assist Purchaser including by cooperating with other of Purchaser’s vendors and suppliers in the performance of such testing.
- 1.3 Upgrade Testing.** Vendor shall, upon any Upgrade and Update to the Vendor Components, demonstrate that the Vendor Components and Interfaces are able to Interoperate and function in Purchaser’s test and production environments in accordance with the requirements of this Interoperability Exhibit and with applicable and inherent use cases of such Products. At no additional cost, Vendor agrees to assist Purchaser as needed, and to reasonably cooperate with other vendors and suppliers of Purchaser in conducting such inspection and assessment.

- 1.4 Purchaser Right of Rejection and Replacement.** At all times, and without limiting any of Purchaser's other rights, Purchaser shall have the right: (a) to inspect the Vendor Components and Interfaces and assess the Interoperability thereof within Purchaser's environments; and (b) to reject any and all Vendor Components, which in Purchaser's reasonable discretion fail to attain Interoperability standards required by Purchaser. If any Product fails to attain the Interoperability required by this Interoperability Exhibit, Purchaser may return such Product to Vendor, and Vendor shall refund to Purchaser an amount equal to the amount Purchaser paid for: (i) such Product and (ii) other Products and Services that were purchased for use with the Product that is not Interoperable as required by this Exhibit.
- 1.5 Compliance with Healthcare Industry SDOs.** All Vendor Components and Interfaces which constitute a "medical device" as defined by the FDA shall comply with any applicable medical products/device products equipment Interoperability standards, guidance or specifications that are adopted, approved and/or published by any industry-accepted SDO, including without, limitation: (a) Center for Medical Interoperability; (b) the American Society for Testing and Materials—Integrating the Clinical Environment ("ASTM-ICE") (i.e., ASTM F2761); (c) the Continua Alliance ("Continua"); (d) Integrating the Health Environment—Patient Care Devices Domain ("IHE-PCD"); (e) Health IT Standards Panel ("HITSP"); (f) Certification Commission for Health IT ("CCHIT"); and (g) the U.S. Food and Drug Administration ("FDA").

2. COMPATIBILITY.

- 2.1 Vendor's Proprietary Interfaces.** During the Useful Life of the Product, Vendor shall provide to Purchaser and third party providers of Non-Vendor Components any documentation, information, and specifications necessary to understand and deploy any Proprietary Interfaces. To the extent necessary to achieve Interoperability, Vendor shall provide to Purchaser and any third party Component providers a royalty-free license to integrate and use the Proprietary Interfaces as may be necessary to attain and sustain Interoperability among the Vendor Components and the Specified Components.
- 2.2 Proprietary Interface Interoperability.** During the Useful Life of the Product, Vendor shall ensure that all Proprietary Interfaces shall be successfully integrated, Interoperable and compatible with the Specified Components. Vendor will provide all Proprietary Interfaces to Purchaser at no cost. To the extent that any Proprietary Interfaces need to be developed or modified in order for the Vendor Components to integrate successfully and be compatible with any applicable Specified Components, Vendor shall develop such Proprietary Interfaces or modify Vendor Components at no additional cost to Purchaser to achieve Interoperability. Vendor represents and warrants that no Non-Vendor Components shall be adversely affected by, or shall adversely affect each other as a result of the Vendor Components or the Proprietary Interfaces whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures. For the avoidance of doubt, Vendor is financially responsible for

any and all costs associated with required (a) updates to Proprietary Interfaces necessary to ensure continuity of the Interoperability among the Specified Components for the Useful Life, and (b) associated professional services necessary for implementation, including, without limitation, all operating system software. Vendor will provide all Proprietary Interfaces to Purchaser at no cost.

- 2.3 Interoperability Defect Resolution and Cooperation with Vendors of Third Party Components.** Vendor shall reasonably cooperate with Purchaser and any third party Component providers at Vendor's cost, to ensure the ongoing Interoperability and assist as necessary in determining the cause of any defect, malfunction, or other difficulty among the Vendor Components and the Specified Components. If such defects, malfunctions or other difficulties are caused by or arise out of any Vendor Components, Vendor will resolve such defect, malfunction, or other difficulty as soon as possible. If such defects, malfunctions or other difficulties are caused by or arise out of the Specified Components other than such that are Vendor Components, Vendor will cooperate with the applicable third party Component provider as may be necessary to resolve such defect, malfunction or other difficulty as soon as possible and in accordance with the applicable Error Severity level. Such cooperation shall include providing: (a) applicable written information concerning any or all of the systems, data, computing environment; (b) reasonable assistance and support services to such Non-Vendor Component providers; and (c) access to Vendor systems and architecture configurations to the extent reasonably required for the activities of such Non-Vendor Component providers. Vendor's obligations to resolve, and to cooperate with Purchaser and Non-Vendor Component providers to resolve defects, malfunctions, and other difficulties do not in any way limit Vendor's obligations to provide Components, Products, and Services in compliance with this Interoperability Exhibit and the Agreement.

**APPENDIX I TO INTEROPERABILITY EXHIBIT
VENDOR COMPONENT AND INTERFACE INVENTORY**

<u>Identification:</u> The appropriate name or classification.	<u>Use and Functionality:</u> The primary function(s).	<u>Applicable Classification:</u> The applicable SDO and such SDO's classification or categorization.	<u>Connectivity:</u> Whether such Vendor Component or Interface is wired or wireless.	<u>Specifications:</u> Any documentation, guidance, or specifications produced by any applicable SDO with respect to each Vendor Component or Interface (e.g., ANSI, HITSP, ASTM-ICE, IHE-PCD, NEMA, ISO DICOM, IEEE, IHE, USB, WiFi, ZigBee, Bluetooth HL7, CCHIT, FDA, Continua, etc.).	<u>Implementation Support and Discontinuation Plans:</u> Implementation and support plans, including without limitation, implementation or discontinuation plans and lifecycle management plans.

Exhibit PROF
Professional Services Exhibit

This Professional Services Exhibit (this “Professional Services Exhibit”), is attached to and incorporated into the Agreement. The terms and conditions of the Agreement and this Professional Services Exhibit shall govern Vendor’s provision of any Professional Services or other Services to the Purchaser. In the event of a conflict between the Agreement and this Professional Services Exhibit, the Agreement shall control. Terms used in this Professional Services Exhibit but not otherwise defined in this Professional Services Exhibit will have the meaning set forth in the Agreement or Definitions Exhibit. Any reference to “Section” in this Professional Services Exhibit will refer to the applicable section in this Professional Services Exhibit unless otherwise indicated.

1. SERVICES.

- 1.1 Statements of Work.** Vendor will provide and make available to Purchaser the Professional Services set forth in the applicable Statement of Work. All Ordering Documents for the purchase of Professional Services shall include a detailed Statement of Work, a form of which is attached to this Professional Services Exhibit. Any changes to the Professional Services will be made pursuant to a change order mutually agreed upon in writing by the Purchaser and Vendor, which will become part of the applicable Statement of Work.
- 1.2 Stop Work Order; Suspension of Professional Services.** Purchaser may, at any time, provide Vendor with a Stop Work Order for an Initial Hold Period, and if mutually agreed by the Purchaser and Vendor, an Extended Hold Period. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Professional Services covered by Hold Period. Upon the expiration of the Hold Period, the Purchaser may elect to cancel the Stop Work Order or let the Hold Period lapse in which event the Vendor shall resume work as of the date of expiration or cancellation of the Stop Work Order. If the Stop Work Order results in a material increase (i) in the time required for, or (ii) in the Vendor's cost properly allocable to, the performance of the Professional Services, the Vendor must assert a request for adjustment within thirty (30) days of notice of the Stop Work Order, and Purchaser and Vendor will discuss the request in good faith.
- 1.3 Cooperation with Third Parties.** Vendor hereby acknowledges that Purchaser may, in its discretion, engage other persons or entities (including, without limitation, Purchaser employees) to perform services or work similar or related to the Professional Services, or to perform some or all of Purchaser’s responsibilities under this Professional Services Exhibit. Vendor agrees to cooperate as requested by Purchaser with such other persons or entities to coordinate the provision of Professional Services for or on behalf of Purchaser. Such coordination shall include, but not be limited to: (a) facilitating the timely resolution of all problems that may arise and impact the Professional Services or the provision thereof, regardless of the actual or suspected root-cause of such problems; (b) providing information concerning the Professional Services to such other persons or entities;

and (c) taking direction from such other persons or entities as if such direction was from Purchaser itself.

2. **SERVICES ACCEPTANCE.**

2.1 **Acceptance Testing.** Upon completion by Vendor of Work Product, Vendor shall notify Purchaser in writing and make the applicable Deliverable available for testing. Following notification, unless otherwise set forth in a Statement of Work, Purchaser shall have, at a minimum, thirty (30) days to test and review such Work Product to ensure they conform with the Services Acceptance Criteria, which shall be at Purchaser's sole discretion. In the event Vendor and Purchaser do not create specific Services Acceptance Criteria, then Purchaser shall, at its discretion, determine any applicable Services Acceptance Criteria for the applicable Vendor Software.

2.2 **Nonconforming Vendor Software.** If the Purchaser determines that any Work Product fails to conform to the Services Acceptance Criteria, Purchaser may reject such Work Product and any related Vendor Software, or Work Product, by providing Vendor with written notice of rejection specifying the nature of the failures. Upon receipt of such notice, Vendor shall correct all such failures as soon as practicable, but no later than fifteen (15) days from the date of Purchaser's notice of rejection. Alternatively, at Purchaser's sole option, Vendor shall provide a remediation plan and schedule to correct the failures, which is satisfactory to Purchaser, in its sole discretion. Once the failure is remediated, Purchaser shall have, at a minimum, thirty (30) additional days from the receipt of the corrected Work Product to re-perform testing and review. In the event Vendor is unable to correct the deficiency or only partially corrects the deficiency, then Vendor shall refund any fees pre-paid by Purchaser on the portions of the Vendor Software where the failures continue to exist. For avoidance of doubt, Purchaser's acceptance under this Section 2 (Services Acceptance) shall not limit or alleviate Vendor's responsibilities, representations, warranties, and obligations otherwise set forth in this Professional Services Exhibit or the Agreement.

3. **TERM AND TERMINATION.**

3.1 **Termination.** Unless otherwise requested by Purchaser, the termination of the Agreement does not result in the termination of any previously issued Statement of Work and the terms of the Agreement will survive until the completion of the Professional Services contemplated in the Statement of Work. Each Statement of Work is terminable only in accordance with its own provisions, the applicable Ordering Document, and Section 3.2 (Term of Statements of Work) below.

3.2 **Term of Statements of Work.** Each duly executed Statement of Work will commence as of the commencement date designated thereon, and will continue in effect thereafter until the earliest of: (a) the expiration date designated thereon (if any); (b) the date the Professional Services have been completed to Purchaser's satisfaction and have been accepted and all applicable warranty and license periods have expired or otherwise terminated; or (c) any date of termination mutually agreed

upon by Purchaser and Vendor in accordance with this Professional Services Exhibit. Purchaser may terminate a Statement of Work: (i) for material breach upon written notice of material breach if such breach is not cured within thirty (30) days; (ii) in the event Vendor fails to meet its duties, obligations, Milestones, implementation schedules, and responsibilities described in the applicable Statement of Work three (3) or more times within a three (3) month period; or (iii) without cause and without any liability to Vendor for such termination by providing at least sixty (60) days' prior written notice to Vendor.

3.3 Obligations on Termination. Upon request, or in any event, upon the expiration or termination of a Statement of Work, Vendor will provide all information, cooperation and assistance to Purchaser as Purchaser may reasonably request, to: (a) assure an orderly return or transfer to Purchaser or Purchaser's designee of all Work Product (in its then current condition); and (b) assist in performing any configuration changes to any Products or Services necessary as the result of such expiration or termination.

4. FEES.

4.1 Time and Materials Basis. The fees for Professional Services performed on a time and materials basis shall be stated in Exhibit A of the Agreement or, if not specified in Exhibit A of the Agreement, then pricing shall be set forth in the applicable Ordering Document or Statement of Work. Unless otherwise expressly stated in a Statement of Work, rates are fixed for the term of such Statement of Work.

4.2 Fixed Cost Basis. For fixed cost Professional Services, payment shall be tied to achieving the Milestones in accordance with the applicable Services Acceptance Criteria. Upon acceptance of a Milestone by Purchaser, Vendor shall invoice Purchaser for the fees and expenses incurred in connection with the accepted Milestone.

4.3 Expenses. Except as otherwise provided in a Statement of Work, Vendor will only be reimbursed for expenses (including any pass-through charges) that: (a) are reasonable, warranted, and cost effective; (b) have been approved in advance by Purchaser; and (c) have been incurred in accordance with Purchaser's expense policies. Any expenses reimbursed are reimbursed at actual cost, without mark-up of any kind. Vendor will submit copies of receipts for all pre-approved expenses for which it is seeking reimbursement.

4.4 Limitations on Reimbursement. Vendor acknowledges it is being retained because of its expertise. Accordingly, Vendor will not request payment or reimbursement for time spent educating Vendor Personnel or for any fees or charges associated with training Vendor Personnel (including time required for orientation of replacement Vendor Personnel). Vendor will not request payment for any fees or charges reflecting duplication of services or costs (including more than one of Vendor Personnel attending the same meeting, or conversations among Vendor Personnel),

unless duplication is essential for Vendor's proper performance of the Professional Services. Further, Vendor will not be reimbursed for fees or charges incurred for or by its support staff, for any overhead items, or for the time spent preparing invoices.

5. VENDOR REPRESENTATIONS & WARRANTIES.

5.1 General. Vendor represents, warrants, and covenants that: (a) Vendor has all rights and authority required to provide the Professional Services; (b) Purchaser and its Affiliates may use and enjoy the benefit of all Professional Services and any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product), without adverse interruption or disturbance by Vendor, or by any person or entity asserting a claim under or through Vendor; and (c) Vendor will not, at any time, access, possess or attempt to access or possess Personal Information. Vendor shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for its provision of the Professional Services.

5.2 Intellectual Property Rights. Vendor represents and warrants that the Professional Services and any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product), and the use (and the exercise of any license rights with respect thereto) by Purchaser or its Affiliates will not infringe or misappropriate Intellectual Property Rights of any third party. If the Professional Services or any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product), or use (and the exercise of any license rights with respect thereto) by Purchaser is alleged to infringe or misappropriate, in whole or in part, or is believed by Vendor to infringe upon any Intellectual Property Rights of a third party, in whole or in part, Vendor, at Vendor's sole expense, may elect to, within thirty (30) days of receipt of notice of infringement or misappropriation: (i) modify the Professional Services or any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product), so that such Professional Services or any information or materials provided to Purchaser (including, without limitation, all Work Product), as applicable, are non-infringing and functionally equivalent; (ii) replace the Professional Services or any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product) with non-infringing Professional Services or information or materials that is functionally equivalent; or (iii) obtain the right for Purchasers to continue using the Professional Services or information or materials provided to Purchaser (including, without limitation, all Work Product). If none of the foregoing occurs within the thirty (30) day period, then Vendor shall promptly refund all amounts paid for: (1) the Professional Services where the value or usefulness of such Professional Services is reduced by the alleged infringement or misappropriation and any amounts paid for related Professional Services; and (2) any implicated Products and Services where the value, functionality or usefulness is affected by the claim. Vendor further agrees to defend, indemnify and hold harmless Purchaser and its Affiliates against any claim of infringement, misappropriation or alleged

infringement or misappropriation of any Intellectual Property Rights, resulting from the receipt or use of the Professional Services and any information or materials provided to Purchaser in connection with the Professional Services (including, without limitation, all Work Product) provided hereunder.

- 5.3 Work Product.** Vendor represents and warrants that Work Product provided to Purchaser, or otherwise licensed and/or made accessible pursuant to this Professional Services Exhibit: (a) is free from any material defects in design, materials and workmanship; (b) operates in material conformance with the Documentation, and the Statement of Work; (c) does not disable or interfere with any other process, system or technology of Purchaser; and (d) complies with all applicable laws. The foregoing representations and warranties are in addition to the representations and warranties set forth anywhere else in the Agreement.

6. PUBLIC SOFTWARE.

If Work Product or other material provided by Vendor to Purchaser in connection with the Professional Services contains Public Software, then Vendor will identify such Public Software in the applicable Statement of Work. For all Work Product and other materials that incorporate Public Software, Vendor will only use currently supported, maintained and active Public Software. Public Software is not considered actively maintained if: (a) more than one (1) calendar year has passed since the last release; (b) the Public Software's official distribution web site does not list an individual who maintains the software; or (c) the maintainer fails to respond to questions or requests for security fixes for longer than one (1) month. Any Work Product or other materials developed or modified through the use of Public Software or any open source or public library software, including, but not limited to, any version of any software licensed pursuant to any GNU public license, must be approved by Purchaser in writing prior to the provision of same.

7. PROPRIETARY RIGHTS.

- 7.1 Work Product.** Subject to the provisions set forth in Sections 7.3 (Vendor Materials) and 7.4 (Third Party Intellectual Property), all Work Product is the property of Purchaser and all Intellectual Property Rights in and to the Work Product will vest exclusively in Purchaser to the fullest extent permitted under applicable law. Vendor agrees to maintain adequate and current records of all pertinent information and data (including notes, sketches, drawings, etc.) relating to all Work Product and to deliver all such records and data to Purchaser upon Purchaser's request. Vendor will assist Purchaser in every way that may be reasonably required to secure for Purchaser the exclusive ownership of all Intellectual Property Rights in and to the Work Product that Purchaser is entitled to own, including, without limitation, by executing all applications, specifications, oaths, assignments and all other instruments which Purchaser will deem necessary in order to obtain and secure the Intellectual Property Rights in and to all Work Product. Vendor will ensure that all Work Product complies with the Deliverable Guidelines that are provided by Purchaser to Vendor. If Work Product fails to satisfy the Deliverable Guidelines, then Vendor is responsible for correcting any omissions or deviations at its expense. Any

Work Product that is computer software must include fully commented source code and Documentation to enable Purchaser and its personnel to operate and replicate all applicable software executables and data files. Vendor shall promptly make full written disclosure to Purchaser of any Work Product and, upon request, Vendor shall deliver all Work Product in Vendor's or Vendor Personnel's possession to Purchaser within three (3) days of Purchaser's request.

7.2 Further Assurances. To the extent any Intellectual Property Rights in or to any Work Product (other than the rights reserved to Vendor or third parties under Sections 7.3 (Vendor Materials) and Section 7.4 (Third Party Intellectual Property), do not vest in Purchaser by virtue of the terms of this Professional Services Exhibit, Vendor hereby at no additional cost to Purchaser, irrevocably and unconditionally assigns, transfers and conveys to Purchaser (or Purchaser's designee) all Intellectual Property Rights in or to the Work Product. Vendor further irrevocably and unconditionally agrees to assign, transfer, and convey (and, where applicable, to cause Vendor Personnel to assign, transfer and convey) exclusively to Purchaser (or Purchaser's designee) all Intellectual Property Rights, in or to the Work Product if required in order to fulfill the purposes of this Section 7.2 (Further Assurances). Any assignment made by Vendor or Vendor Personnel in accordance with this Section 7.2 (Further Assurances) will extend throughout the world, is in perpetuity, will not lapse for any reason whatsoever (including Purchaser's failure to exercise the rights assigned to it), and will constitute an integral part of this Professional Services Exhibit. Vendor hereby irrevocably designates and appoints Purchaser as Vendor's agent and attorney-in-fact, to act for and on Vendor's behalf to execute and file any papers, oaths or other documents, and to do all other lawfully permitted acts with respect to Work Product to further the prosecution and issuance of patents, copyright and mask work registrations and to otherwise perfect ownership interests of Purchaser, with the same legal force and effect as if executed by Vendor. This power of attorney is deemed coupled with an interest and is irrevocable.

7.3 Vendor Materials. Vendor acknowledges that neither Vendor nor Vendor Personnel will retain any Intellectual Property Rights in and to the Work Product beyond those rights expressly designated in this Section 7.3 (Vendor Materials) and Section 7.4 (Third Party Intellectual Property). If any Vendor Materials are incorporated into any Work Product or are otherwise provided in conjunction with the Professional Services, Vendor will so notify Purchaser, and Vendor is conclusively deemed to have (at no additional cost) granted to Purchaser and its Affiliates a perpetual, worldwide, irrevocable, royalty-free, fully paid-up, non-exclusive license to: (a) use, execute, reproduce, display, perform, distribute, and prepare derivative works of Vendor Materials in conjunction with its internal business functions (including use of any Work Product); and (b) authorize others from time to time to do any or all of the foregoing. If the performance of any Work Product can be impaired or compromised as a result of a defect or malfunction in Vendor Materials, then Vendor will correct the defect or malfunction at no additional cost to Purchaser.

7.4 Third Party Intellectual Property. If Vendor intends to provide the Professional Services in a manner that requires Purchaser to use any Third Party Materials in order to use the Professional Services (including use of any Work Product), then Vendor will: (a) provide Purchaser with prior notice, specifying in reasonable detail, the nature of the dependency on the Third Party Materials and its owner and not proceed without Purchaser consent; and (b) arrange for Purchaser to obtain (at no additional cost or on terms as may be acceptable to Purchaser) a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive right and license to use the Third Party Materials in connection with Purchaser's or a Purchaser Affiliates' use of the Professional Services (including use of any Work Product). Vendor agrees that it will not commence work on (or invoice Purchaser for any fees related to) any Professional Services until Purchaser notifies Vendor that Purchaser has obtained those rights in or to the Third Party Materials as Purchaser deems to be necessary and sufficient to enable Purchaser to use the Professional Services (including use of any Work Product) as contemplated by the applicable Statement of Work.

APPENDIX I TO PROFESSIONAL SERVICES EXHIBIT

FORM OF STATEMENT OF WORK

This Statement of Work (this “**Statement of Work**”) dated as of _____, 20__ (the “**Statement of Work Effective Date**”), between [Purchaser Name] a [____], with its principal place of business located at [____], for the benefit of itself, and its Affiliates (collectively “**Purchaser**”), and [Name], a business entity with offices located at [Address] (“**Vendor**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Definitions Exhibit, the Agreement, or in the Professional Services Exhibit attached to the Agreement (the “**Professional Services Exhibit**”). This Statement of Work is made and issued in connection with any Professional Services ordered or purchased by Purchaser under the Ordering Documents.

The terms and conditions of the Purchasing Agreement between HealthTrust and Vendor (“**Agreement**”) are incorporated into this Statement of Work. Vendor and Purchaser hereto agree as follows:

1. GENERAL TERMS.

- 1.1** This Statement of Work applies solely to the [Project Name] with the Professional Services to be performed primarily at the [Location]. In the event of any conflict between the terms of this Statement of Work, the Agreement and the Professional Services Exhibit, the order of precedence shall be as follows: (a) the Agreement; (b) the Professional Services Exhibit; and (c) this Statement of Work. Notwithstanding the foregoing, if a provision of this Statement of Work specifically references a provision in the Agreement and provides that the provision of this Statement of Work shall either amend such provision or control in the event of a conflict, then such provision in this Statement of Work shall control with respect to the Professional Services under this Statement of Work.
- 1.2** The term of this Statement of Work (“**Statement of Work Term**”) shall commence on the Statement of Work Effective Date and shall expire upon the later of (i) Purchaser’s Services Acceptance of all Professional Services under this Statement of Work and all applicable warranty and license periods have expired or otherwise terminated, or (ii) _____.
- 1.3** This Statement of Work may be executed by electronic signature and in any number of counterparts by Purchaser and Vendor hereto and delivered in person, electronically, or by facsimile transmission, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same Statement of Work.

2. SCHEDULE OF PROFESSIONAL SERVICES TO BE PROVIDED.

- 2.1** Listed below are descriptions and/or specifications of the Professional Services to be performed and the Milestones (which shall include, without limitation, source code and system and user Documentation for any software Deliverable) to be delivered to Purchaser under this Statement of Work. Also included in the

descriptions below are the completion and Services Acceptance Criteria/metrics for the Professional Services and Deliverables under this Statement of Work.

Deliverables and Dates

Deliverable or Task Description	Delivery Date	Services Acceptance Criteria	Milestone

2.2 Listed below is the name and address of a Project Manager for each of Purchaser and Vendor.

Purchaser Project Manager

Name: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

Vendor Project Manager

Name: _____
 Address: _____
 Telephone: _____
 Fax: _____
 E-mail: _____

2.3 All Professional Services performed pursuant to this Statement of Work shall be performed at either the fixed price set forth below or the time and materials basis with labor rates and materials prices set forth below. This Statement of Work will not exceed the amount specified below without prior written approval of Purchaser and Vendor. Purchaser will pay the undisputed amounts of invoices in accordance with the Agreement.

- [List here]

2.4 Listed below are the detailed functional and technical specifications and standards for all Professional Services and Deliverables, including, without limitation, test plans, test scripts and quality standards, and the methodology to be used by Vendor in performing under this Statement of Work.

- [List here]

2.5 Listed below are the Documentation standards that the Vendor will follow with respect to the Professional Services and the Deliverables under this Statement of Work.

- [List here]

2.6 Listed below are specific responsibilities and roles that Vendor shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Professional Services.

- [List here]

2.7 Listed below are specific responsibilities and roles that Purchaser shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Professional Services.

- [List here]

2.8 Listed below are additional terms and conditions that shall govern this Statement of Work (e.g. data conversion, and training provisions).

- [List here]

2.9 Listed below is the Vendor Personnel that will perform Professional Services under this Statement of Work.

- [List here]

2.10 Listed below are the fees for this Statement of Work, which will be paid based on completion/delivery of the Milestones.

- [List here]

Milestones - Deliverable or Task Description	Percent of Total Fees

2.11 Listed below is the schedule for completion of this Statement of Work.

- [List here]

3. WINDING DOWN.

3.1 Listed below are the steps Vendor will take to assist Purchaser in taking over the Professional Services, or in transitioning such work to another vendor, in the event of termination of the Statement of Work.

- [List here]

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their duly authorized representatives.

[Vendor]

[PURCHASER]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit Pre-Owned

PRE-OWNED, REFURBISHED AND DEMO PRODUCTS EXHIBIT

This Pre-Owned, Refurbished and Demo Products Exhibit (this “PR & DP Exhibit”), is attached to and incorporated into the Agreement, by and between HealthTrust and Vendor. The terms and conditions of the Agreement and this PR & DP Exhibit shall govern Vendor’s provision of any Products and Services to a Purchaser. In the event of a conflict between the Agreement and this PR & DP Exhibit, the Agreement shall control. Terms used in this PR & DP Exhibit but not otherwise defined in this PR & DP Exhibit will have the meaning set forth in the Agreement.

1. REFURBISHED PRODUCTS

- 1.1 If Vendor sells Refurbished Products, then all terms of the Agreement apply to those Refurbished Products. “Refurbished Products” shall mean previously open/used Products, including Equipment, Products previously owned and returned to Vendor, or Products used for demonstration purposes. These Products will be submitted to a rigorous refurbishing process to achieve the highest quality and performance standards.
- 1.2 All Refurbished Products must be thoroughly checked, updated, cleaned and repainted, so the Refurbished Product looks and performs as new. The refurbishing must be done by skilled and experienced Vendor Personnel preferably in an ISO 13485 designated facility.
- 1.3 Delivery of Refurbished Products shall be subject to availability. When delivered to Purchaser, the Refurbished Products will have received mechanical, electrical and/or cosmetic reconditioning, as necessary, and will meet their original specifications.
- 1.4 Since Refurbished Products may be offered simultaneously to several Purchasers, their sale to Purchaser is subject to their continued availability at the time Purchaser offers to purchase the Products. If the Products are no longer available at the time Purchaser submits an order to Vendor; (a) Vendor will attempt to identify other Refurbished Products in its inventory that meet Purchaser’s needs; and (b) if substitute Products are not acceptable to Purchaser, then Vendor will cancel the order.
- 1.5 Refurbished Products must have the same product warranty as provided for new Equipment. All Products are required to have a full set of original technical Documentation and all updates.
- 1.6 Refurbished Products must keep their original name. In addition, the original metal labels must remain in place and give the year of manufacturing of that particular Product. Vendor must also add a label with the refurbishing date.

2. **CERTIFICATION**

2.1 Upon delivery of Refurbished Products, Vendor will provide a Certificate of Conformance for each Refurbished Product confirming the Refurbished Product meets the required specifications.

2.2 The Certificate of Conformance at a minimum shall state the following:

Vendor certifies that on _____ [insert date], _____ [insert Vendor's name] furnished the Refurbished Product called for by Agreement No. _____ to _____ [insert Purchaser's name and address] via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements.

Vendor certifies that Vendor has refurbished the Refurbished Product at an ISO 13485 facility. All required inspections and testing have been performed in compliance with Vendor's highest product and test specifications.

Vendor certifies that the Refurbished Product is of the highest quality specified and conforms in all respects with the requirements of the above Agreement, Documentation, specifications, drawings, marking requirements, physical item identification (part number) and any applicable government standards.

Vendor certifies that Vendor has removed all protected health information ("PHI"), confidential information and/or other third party data from the Refurbished Product.

Vendor certifies that it has the full power, capacity and authority to enter into and perform the Agreement and to make the grant of rights contained therein, including without limitation, the right to license any Embedded Software and Vendor Software to Purchaser under the Agreement, and Vendor's performance of the Agreement does not violate or conflict with any agreement to which Vendor is a party.

Vendor certifies that it hereby assigns and passes-through to Purchaser all representations, warranties and indemnities provided to Vendor in its contracts with third party licensors and manufacturers/suppliers of and relating to the Refurbished Products, Embedded Software and Vendor Software.

Date of Execution: _____

Signature: _____

Title: _____