

PRODUCT AND SERVICE PURCHASE AGREEMENT

This Product Purchase Agreement (this "Agreement") is made as of February 1, 2026 (the "Effective Date"), by and between Insurgical, Inc., a Delaware corporation, which has its principal address at 8868 Research Blvd., Suite 304, Austin, TX 78758 (the "Company"), and County of San Mateo, on behalf of San Mateo Medical Center, a California public agency, which has its principal address at 222 W. 39th Avenue, San Mateo, CA 94403 (the "Customer").

WHEREAS, the Company sells (i) Insurgical Single-Use Recyclable Power Tools (the "Tools"), (ii) certain reusable components used with the Tools ("Reusable"), and (iii) certain single-use consumable components used with the Tools ("Consumables"); and

WHEREAS, the Company provides reprocessing services for its Tools pursuant to which the Tools are returned to the Company so that the Company may inspect, disassemble, sanitize, replace, refurbish and/or otherwise reprocess, in the Company's sole discretion, all or any portion of the Tools and Reprocessed Tools (as hereinafter defined) on an ongoing basis during the term of this Agreement. As used herein, the term "Reprocessed Tools" means reprocessed Tools, regardless of whether such reprocessing is conducted upon newly purchased Tools or already reprocessed Tools.

The parties hereby agree as follows:

ARTICLE I.

PRICING, PERFORMANCE, AND ELIGIBILITY

Section 1.01 Pricing. Subject to terms and conditions of this Agreement, the Company shall offer the pricing for the Tools, Reusables, and/or Consumables (including any discount at the time of sale, a "Price Concession") to the Customer as reflected in Exhibit A. Pricing will be held firm during the term of the Agreement, including annual price increases as reflected in Exhibit A.

Section 1.02 Pricing Disclosure.

- (a) The Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, any Price Concessions or any other price reductions) of any Tool, Reusable, Consumable and the Reprocessing Services purchased under this Agreement and, upon request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for such Tools, Reusables, Consumables and the Reprocessing Services. The Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the Price Concessions available hereunder.
- (b) In preparing any documentation referred to in Section 1.02(a), the Customer may be required to evaluate as a discount, for cost-reporting purposes, the value of any Tool, Reusable, Consumable and the Reprocessing Services listed as \$0.00 on any invoice.
- (c) The Customer should not include as a discount, for cost-reporting purposes, the value of any item that is designated as a sample, or that the Customer knows constitutes a sample, nor should it seek reimbursement for any such items.
- (d) The Company recommends that the Customer retain a copy of this Agreement and any other documentation provided by the Company regarding any Price Concessions under this Agreement.
- (e) The Customer may request additional information from the Company to meet its reporting or disclosure obligations by writing to the Company at the address stated in Section 4.09.

Section 1.03 No Set-Off. The Customer and will neither deduct nor set-off, from payments under this Agreement, amounts allegedly owed to the Customer by the Company under a separate agreement or cause of action.

Section 1.04 Payment Terms. Payment terms with respect to any payments due hereunder are net-30 days after the date of invoice. The Customer shall provide the Company with complete and accurate billing contact information including a valid email address. All payments to the Company are non-refundable except as otherwise expressly provided in an applicable purchase order or other ordering document. All payments will be made in United States dollars via electric funds transfer, as per the instructions of the Company. The Company may invoice parts of a purchase order or other ordering document separately or all in one invoice. If the Customer fails to pay any past due invoice, the Company may revoke or suspend its performance hereunder until such time as the Customer brings its account completely current. If the Customer is delinquent in its payments for two (2) consecutive months, the Company may, upon written notice to the Customer, modify the payment terms to require full pre-payment of any or all purchase orders or other ordering document (both currently contracted and in the future), or require other assurances to secure the Customer's payment obligations hereunder. All fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Tools, Reusables, Consumables, Reprocessed Tools or Reprocessing Services, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges, but excluding withholding taxes and taxes solely based on the Company's net income, and the Customer shall be responsible for payment of all such taxes, duties and charges, and any related penalties and interest arising from the payment of such amounts. If the Customer is legally required to withhold any amounts to be paid to the Company, the Customer will deduct such taxes from the amount otherwise owed, pay the tax to the appropriate taxing authority, and provide to the Company on a timely basis properly executed certificates, receipts or other documentation as evidence of such tax payment to the taxing authority, sufficient to permit the Company to establish the Company's right to a credit for such taxes against the Company's income tax liability. Customer shall provide the Company with such assistance as the Company shall reasonably request in connection with any application by the Company to qualify for the benefit of a reduced rate of withholding taxation under the terms of any applicable income tax treaty. In no event shall total payment for services under this Agreement exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).

Section 1.05 Customer Obligations.

- (a) The Customer shall be required to purchase the number of Tools to support the number of average monthly joint replacement procedures as set forth in Exhibit A.
- (b) The Customer will be entitled to the price shown in Exhibit A for the Tools, Reusables, and/or Consumables.
- (c) The Customer will return to Company each used, single-use Tool or Reprocessed Tool, after use at the Customer facility. All used tools returned to Company post-use become the property and responsibility of Company for any use as determined by Company, including reprocessing or disposal. Any Price Concession in this agreement has assumed the return of used tools to Company.
- (d) The Customer must immediately notify the Company if the Customer intends to move any Tools, Reprocessed Tools, or Reusables to a facility or location of the Customer identified in this Agreement.
- (e) None of the Customer or any of its employees or agents may alter or modify any part of the Tools or Reprocessed Tools (including without limitation any Reusables or Consumables). Any unauthorized modification or alteration of the Tools or Reprocessed Tools shall be at the Customer's sole risk and, in addition to any other remedies available to the Company, may result in service charges to repair the equipment or, at the Company's discretion, may void all service obligations of the Company and its affiliates with respect to such Tool(s) and/or Reprocessed Tool(s) and this Agreement.
- (f) Performance by the Company hereunder is contingent upon the Customer's proper use of the Tools and Reprocessed Tools, and the Customer's observance of all operational instructions. The Customer hereby agrees that it, and its employees and agents, shall not improperly use the Tools and/or Reprocessed Tools in violation of any applicable laws or regulations, the highest industry standards, or in a manner that constitutes neglect, misuse, abuse, and unusual physical or electrical stress.

- (g) The Customer agrees that it shall not share any information with the Company which may be considered personal data or personal information, as such terms are described and defined in applicable data privacy laws of any of its patients or of anyone else, including without limitation, its own employees and/or service providers which are not necessary to be provided in order for the Customer to perform hereunder.

Section 1.06 Reusable Components. The Company shall offer the Reusables set forth in Exhibit A, to the Customer at the prices (subject to Section 1.02) indicated in Exhibit A.

Section 1.07 Consumables. The Customer agrees that all Consumables are single-use and that Customer shall not reuse any Consumables (and the Company shall have no responsibility or liability with respect to any such reuse).

Section 1.08 Monthly Volumes. The Customer shall provide the Company with a commitment to purchase tools (each, a "Purchase Commitment"). The Customer's monthly Purchase Commitment shall be provided to the Company on the Effective Date and is indicated in Exhibit A. The Company will invoice and ship product based on this Purchase Commitment, with any tools requested and shipped over and above this commitment to be invoiced separately based on the Tool Pricing reflected in this Agreement.

Section 1.09 Inventory Shrinkage. On a quarterly basis, Customer incoming shipments will be compared to outgoing shipments to account for any loss in Tools and Reprocessed Tools. Customer will be allotted a one percent (1%) grace volume over the term of this Agreement. Any shrinkage in excess of such one percent (1%) grace volume shall be invoiced to Customer such that Customer shall be required to purchase such excess non-returned used Tools at two-times (2X) the then-current pricing as indicated in Exhibit A applicable to such Tools.

Section 1.10 Anti-Kickback. The federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), prohibits certain activities in connection with referring or arranging for business paid for by a federal healthcare program. The Company will provide Price Concessions if certain conditions are met, as permitted by the discount exception to the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)(3)) and/or the discount safe harbor to the federal anti-kickback statute (42 C.F.R. § 1001.952(h)). The Customer shall only submit for reimbursement for Tools, Consumables, and/or Reprocessing Services purchased from the Company under the same reimbursement system in compliance with applicable federal and state laws.

Section 1.11 Government Program Participation. The Company represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. The Customer represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If either party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this Agreement, then such party will notify the other party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this Agreement effective upon written notice to the other party.

ARTICLE II.

PRODUCT & REPROCESSING SPECIFIC

Section 2.01 Shipping, Title and Risk of Loss. The shipment and insurance costs of any Tools, Reusables, and Consumables will be paid by Customer and will be shipped F.O.B. Origin. Solely with respect to Reprocessed Tools, (i) the Company shall be responsible for all shipment and insurance costs related to the initial return of the Tools and/or Reprocessed Tools to the Company for the Reprocessing Services and such Tools and/or Reprocessed Tools shall be shipped F.O.B. Destination, and (ii) the Customer shall be responsible for all shipment and insurance costs, regardless of whether the carrier selection was facilitated by the Customer or not, related to the shipment of Reprocessed Tools from the Company to the Customer, and such Reprocessed Tools shall be shipped F.O.B. Origin. Freight and/or shipping charges are not included in the Tools, Reusable, Consumable or Reprocessed Tool pricing set forth in any PO and shall be paid by the Customer or added to the Customer's invoice as a separate line item that is identified as either a "freight" or "shipping" charge. Title and risk of loss with respect to any shipment of

Tools, Reusable, Consumable and Reprocessed Tools shall pass to the Customer after delivery of the shipment by the Company to the applicable carrier. When Tools and/or Reprocessed Tools are returned to the Company for the Reprocessing Services, title and risk of loss to such Tools and/or Reprocessed Tools shall only transfer back to the Company when such Tools and/or Reprocessed Tools are in the Company's possession. If there is any conflict or inconsistency between this Agreement any PO, release, confirmation, acceptance or any similar document, the terms of this Agreement shall govern.

Section 2.02 Reprocessing Services. The Tools and Reprocessed Tools are designed to be used once after delivery to the Customer, then returned to the Company for reprocessing pursuant to the Reprocessing Services. The Company retains the right to replace any components or the entire Tool and/or Reprocessed Tool at its discretion in connection with the Reprocessing Services, and will provide for sale a clean, tested and sterile Reprocessed Tool to the Customer for future use.

Section 2.03 Warranties and Disclaimer. Any warranties provided by either the Company or any affiliate, as applicable, with respect to a given Tool, Reusable, Consumable and/or Reprocessed Tool are as described in the package inserts accompanying any such unit of Tool, Reusable, Consumable and/or Reprocessed Tool, as applicable. EXCEPT AS PROVIDED IN THE FOREGOING SENTENCE, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TOOL, REUSABLE, CONSUMABLE, OR REPROCESSED TOOL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING AND USAGE OF TRADE, AND THE COMPANY DOES NOT WARRANT THAT TOOL, REUSABLE, CONSUMABLE, OR REPROCESSED TOOL WILL MEET THE CUSTOMER'S REQUIREMENTS.

Section 2.04 Defects and Recalls. If, during the term of this Agreement, any Tool, Reusable, Consumable or Reprocessed Tool is found to be broken or defective, the Customer agrees to promptly notify the Company and the Company agrees to replace any such Tool, Reusable, Consumable or Reprocessed Tool it confirms to be broken or defective. The Customer agrees that such replacement is the Customer's sole remedy in the event of any broken or defective Tool, Reusable, Consumable or Reprocessed Tool. The Company shall make all decisions with respect to any recall, market withdrawals or any other corrective action related to the Tools, Reusables, Consumables and/or Reprocessed Tools and the Customer hereby agrees to comply with all reasonable requests and instructions of the Company related thereto.

ARTICLE III.

OWNERSHIP AND CONFIDENTIALITY

Section 3.01 Ownership. The Company, its suppliers or its licensors, retains and reserves all rights not expressly granted in this Agreement. The Company, its suppliers or its licensors own all worldwide right, title and interest in and to the designs, copyrights, trade secrets and patents incorporated into and otherwise related to the Tools, Reusables, Consumables, and Reprocessed Tools, including all worldwide patent rights (including patent applications and disclosures); copyright rights (including copyrights, copyright registration and copy rights with respect to designs, business rules, use cases, drawings and specifications); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing.

Section 3.02 Feedback. The Customer acknowledges and agrees that it may provide the Company with suggestions, comments, opinions, input, ideas, information, know-how or other feedback related to the Tools, Reusables, Consumables, and Reprocessed Tools (collectively, "Feedback"). The Company, in its sole discretion, may or may not respond to Feedback or promise to address all of Customer's Feedback in the development of future features or functionalities of the Tools, Reusables, Consumables, and/or Reprocessed Tools or any related or subsequent versions of such Tools, Reusables, Consumables, and/or Reprocessed Tools. The Customer hereby assigns, at no charge, all rights, title and interests in Feedback

to the Company, and agrees that the Company is free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in Feedback in any form and any medium (whether now known or later developed), without credit or compensation to the Customer. The Customer warrants that the Feedback does not infringe any copyright or trade secret of any third party, and that the Customer has no knowledge of any patent of any third party that may be infringed by Feedback (including any implementation thereof recommended by the Customer). The Customer further warrants that its Feedback is not subject to any license terms that would purport to require the Company to comply with any additional obligations with respect to any Tools, Reusables, Consumables, and/or Reprocessed Tools that incorporates Feedback.

Section 3.03 Confidentiality.

- (a) Definition. “Confidential Information” means information that either: (i) is designated as confidential by the Discloser (as defined below) at the time of disclosure; or (ii) would reasonably be understood by the Recipient (as defined below), given the nature of the information or the circumstances surrounding its disclosure, to be confidential, including without limitation, Discloser’s product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how disclosed by Discloser to Recipient, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date. Confidential Information of the Company also includes the Tools, Reusables, Consumables, and the Reprocessed Tools and the existence and terms and conditions of this Agreement.
- (b) Use of Confidential Information. A party which receives Confidential Information under this Agreement (“Recipient”) may not use the Confidential Information from the party which discloses Confidential Information under this Agreement (“Discloser”) in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement.
- (c) Confidentiality Period. Irrespective of any termination of this Agreement, Recipient’s obligations with respect to Confidential Information under this Agreement expire five (5) years from the date of receipt of the Confidential Information (except with respect to any trade secrets where such obligations will be perpetual).
- (d) Exclusions. This Agreement imposes no obligations with respect to information which: (i) was in Recipient’s possession before receipt from Discloser; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) was rightfully disclosed to Recipient by a third party, who has no restriction on disclosure; or (d) is developed by Recipient without use of the Confidential Information as can be shown by documentary evidence. Recipient may make disclosures to the extent required by law or court order, provided Recipient makes reasonable efforts to provide Discloser with notice of such disclosure as promptly as possible and uses diligent efforts to limit such disclosure and obtain confidential treatment or a protective order, and has allowed Discloser to participate in the proceeding.
- (e) Return or Destruction of Confidential Information. Upon termination of this Agreement or written request by Discloser, the Recipient will: (i) cease using the Confidential Information; and (ii) return or destroy the Confidential Information and all copies, notes or extracts thereof to Discloser within seven (7) business days of such request or termination.
- (f) California Public Records Act. Company recognizes that Customer are subject to the California Public Records Act (“PRA”), Government Code §§7920.000, et seq. If requested pursuant to a PRA request to disclose any documents which contain Company’s confidential information, Customer will give Company notice and a copy of such PRA request at least seven (7) days prior to the 10-day deadline established in Cal. Gov. Code § 7922.535(a) whereby Customer is required to determine whether the request, in whole or in part, seeks copies of disclosable public records in Customer’s possession, to promptly notify the requestor of Customer’s determination, and notify the requestor of the estimated date and time when the records will be made available. Company may request Customer withhold, or redact those portions of, such records that Company asserts are confidential or exempt from disclosure as provided under California law.

Prior to any required disclosure, Customer and Company will discuss how Customer are responding and Company may seek a protective order, and Customer will reasonably cooperate with Company's efforts to protect any Company confidential information against disclosure, provided that in no event will Customer be required to initiate legal action to avoid the disclosure. If a requestor seeks to obtain the redacted information through a court proceeding, Customer will promptly notify Company allowing Company reasonable time to oppose such request. If, after Company receives notice in accordance with the preceding sentence, Customer is required to disclose such information by court order, then Customer may disclose such information pursuant to the requirements of the statute and such binding court order (except if Company may seek a stay of such court order, then not until Company's time to seek such stay has expired or the stay is finally denied). In the event that Company does timely file with a court of law to seek a protective order, only following the final judgment in such action, or earlier with Company's written consent or if Company's time to obtain such protective order has expired, may Customer disclose such information as required by law. In any court proceeding to restrict disclosure of Company's Confidential Information pursuant to a PRA request, Company will not unreasonably withhold its consent if Customer seeks to excuse itself from such proceeding, provided such excusal does not limit Company's ability to seek, assert, or enforce a protective order. Company agrees to defend, indemnify, and hold Customer harmless from any costs (including attorneys' fees) and damages claimed to be owed to the requestor under the PRA that are directly and proximately caused by Customer not disclosing, at Company's request, any document or portion thereof, to the extent such costs and damages are incurred during the period of beginning when Customer refuse to disclose such document or portion thereof at Company's request until the time that Company directs Customer to release such document or portion thereof (or, if Company fails to do so, until such costs and damages otherwise cease to be incurred); provided, however, that (i) Customer promptly notify Company in writing of any PRA request or other attempt to compel production of such Company's Confidential Information, promptly provide Company with the information reasonably required for the defense of the same, and grant Company exclusive control over the defense and settlement of the claim, and (ii) Customer have not, without Company's express written consent or a valid court order (except if Company may seek a stay of such court order, then not until Company's time to seek such stay has expired or the stay is finally denied), disclosed to any third party such Company's Confidential Information that Company has requested not to be disclosed.

ARTICLE IV.

INDEMNIFICATION; LIMITATION OF LIABILITY; AND GENERAL PROVISIONS

Section 4.01 Indemnification.

- (a) To the fullest extent permitted by law, the Customer agrees to indemnify, defend and hold harmless the Company, including the Company's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns from and against any third party claim, demand, cause of action, debt, liability, loss, fine, damage or expense (collectively, "Liabilities") that arise from or relate to: (i) the Customer's modification or addition to any Tools, Reusables, Consumables or Reprocessed Tools; (ii) the Customer's breach of this Agreement; (iii) the Customer's gross negligence or willful misconduct; (iv) Customer's provision of any healthcare services or other care to any third parties, including without limitation, its patients or other parties in its care; and (v) the Customer's failure to comply with any applicable laws, rules, regulations or orders.
- (b) To the fullest extent permitted by law, the Company agrees to indemnify, defend and hold harmless the Customer, including the Customer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns from and against any Liabilities that arise from or relate to: (i) bodily injury or property damage to the extent caused by a defect or malfunction in a Tool or Reprocessed Tool provided by the Company; (ii) the Company's gross negligence or willful misconduct; and (iii) to the extent a Tool or Reprocessed Tool infringes the intellectual property of any other person or entity.

- (c) The foregoing obligations are conditioned on the party seeking indemnification: (i) promptly notifying the other party in writing of such claim; (ii) giving the other party sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at other party's request and expense, assisting in such defense. Neither party may make any public announcement of any claim, defense or settlement without the other party's prior written approval. The indemnifying party may not settle, compromise or resolve a claim without the consent of the indemnified party, if such settlement, compromise or resolution causes or requires an admission or finding of guilt against the indemnified party, imposes any monetary damages against the indemnified party, or does not fully release the indemnified party from liability with respect to the claim.

Section 4.02 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FORSEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES. EXCEPT FOR A PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO AMOUNTS PAID AND PAYABLE BY THE CUSTOMER TO THE COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO ANY SUCH CLAIM(S).

Section 4.03 Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years unless earlier terminated in accordance with this Section 4.03. Either party may terminate this Agreement: (a) by giving the other party one hundred and eighty (180) days' written notice; (b) immediately upon written notice to the other party, if such other party commits a material breach of this Agreement and fails to cure such material breach within thirty (30) days after receiving written notice thereof. This Article IV, and Section 2.03, and Article III, along with any accrued rights and responsibilities, will survive termination or expiration of this Agreement.

Section 4.04 Effect of Termination. Upon termination of this Agreement, (i) the Customer agrees that it shall immediately pay all outstanding fees due and payable to the Company and (ii) the Customer agrees to ship back any used Tools and Consigned Reusables within the Customer's possession pursuant to the terms set forth in Section 2.01.

Section 4.05 Entire Agreement. All exhibits, schedules, and addendums attached hereto and referenced herein are made a part of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. The terms of any purchase order, invoice, or similar document used to implement this Agreement shall be subject to and shall not modify this Agreement.

Section 4.06 Amendment. Except as otherwise expressly stated herein, this Agreement may only be amended in writing and executed by the parties.

Section 4.07 Assignment. If the Company divests itself of any Tool, then the Company may assign to the person or entity acquiring that Tool any of the Company's rights under this Agreement relating to that Tool, on the condition that the assignee will also assume the Company's obligations under this Agreement relating to that Tool. Except as set forth in the foregoing sentence, neither party may assign this Agreement or any portion thereof without the prior written consent of the other party. Any purported assignment in violation of this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

Section 4.08 Governing Law: This Agreement shall be governed and construed in accordance with the law of the State of California, without regard to conflicts of law rules. Each party hereby agrees to submit to the jurisdiction of the federal and state courts located in San Mateo County, California

Section 4.09 Notices. Notices under this Agreement must be in writing, signed by the sending party, and sent to the address below by one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; or nationally recognized overnight courier, with all fees prepaid. A notice under this Agreement is effective upon receipt or refusal of delivery by the other party. The address listed below may be changed by notice in accordance with this section. A failure to deliver a courtesy copy of a notice does not constitute a notice failure.

If to the Customer:

San Mateo Medical Center
222 W 39th Avenue

San Mateo, CA 94403

Attention: Chief Operating Officer

If to the Company:

Insurgical, Inc.
8868 Research Blvd., Suite 304

Austin, TX 78758

Attention: Chief Executive Officer

Section 4.10 Waiver. No provision of this Agreement may be waived except in writing and signed by the party against whom the waiver is sought to be enforced. No failure to enforce any provision of this Agreement constitutes a waiver of future enforcement of that provision or of any other provision of this Agreement.

Section 4.11 Relationship of the Parties. For purposes of this Agreement, each party is an independent contractor. This Agreement does not create a partnership, association, or other business entity. Neither party has any authority to act for or to bind the other.

Section 4.12 Third-Party Beneficiaries. No one other than the Company, the Customer and the Customer has any rights, or is entitled to any remedies, under this Agreement. The Customer is bound by all applicable terms of this Agreement.

Section 4.13 Publicity and Trademarks. Each party will not, and will cause its affiliates not to, issue any press release or make any announcement regarding this Agreement nor use the name or any trademark or service mark of the other party or any of its affiliates without the prior written consent of the other party.

Section 4.14 Force Majeure and Shortages. Noncompliance with any obligation under this Agreement due to an event of force majeure or any other cause beyond the reasonable control of the entity affected will not constitute a breach of this Agreement. In the event of a shortage of Tool, Reusable, Consumable, Reprocessed Tool or the Reprocessing Services, the Company reserves the right to allocate Tools, Reusables, Consumables, Reprocessed Tools or the Reprocessing Services among its customers in any manner that it, in its sole discretion, determines is reasonable.

Section 4.15 Changes in Tools. If a Tool is discontinued, the regulatory status of a Tool changes or the Company ceases to market or co-market a Tool, then the Company may replace that Tool, with equivalent or improved Tool, by notice to the Customer.

Section 4.16 Compliance with Law. In performing their obligations under this agreement, the Company, and the Customer, shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws.

Section 4.17 WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. THE PARTIES WILL NOT AWARD PUNITIVE, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS, EXCEPT AS MAY BE REQUIRED BY STATUTE AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO SEEK OR COLLECT ANY SUCH DAMAGES, PREJUDGMENT INTEREST, FEES OR COSTS IN ARBITRATION OR ANY JUDICIAL PROCEEDING.

Section 4.18 Own Use. The Customer must use the Tools, Reusables, Consumables, and Reprocessed Tools solely on their patients, staff, employees, students and their respective dependents. The Customer will not resell any Tools, Reusables, Consumables, or Reprocessed Tools, including, without limitation, in retail outlets or to any affiliate.

Section 4.19 Accuracy of Reports. The Customer will ensure that all reports that it is required to provide to the Company to implement this Agreement are complete and accurate.

Section 4.20 Insurance.

General Requirements. Company shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by Customer's Risk Management, and Company shall use diligence to obtain such insurance and to obtain such approval. Company shall furnish Customer with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Company's coverage to include the contractual liability assumed by Company pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any pending change in the limits of liability or of any cancellation or modification of the policy.

Workers' Compensation and Employer's Liability Insurance. Company shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Company certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

Liability Insurance. Company shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Company and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage, which may arise from Company's operations under this Agreement, whether such operations be by Company, any subcontractor of Company, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, shall not be limited, reduced, or otherwise affected by any limitations of liability in this Agreement and shall not be less than the amounts specified below:

Comprehensive General Liability.....	\$1,000,000
Product Liability.....	\$1,000,000

Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may,

notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

Section 4.21 Direct Agreement. This Agreement is unrelated to any agreement with any group purchasing organization of which the Customer is a member. The Company will not pay administrative fees to any group purchasing organization with respect to any Tools, Reusables, Consumables, and Reprocessed Tools purchased under this Agreement.

Section 4.22 Warranty of Authority. The Customer represents and warrants to the Company that it is duly authorized to execute this Agreement and that it has authority to legally bind the Customer to the terms of this Agreement.

Section 4.23 Signatures. This Agreement and any amendment to this Agreement may be executed electronically or by hand and signed copies may be delivered by mail or by electronic mail in Adobe Portable Format (.pdf) or similar format. Signatures provided and transmitted by a party using such means will be deemed original signatures.

Section 4.24 Offer Expiration. Until fully executed, this Agreement constitutes an offer that is valid until February 28, 2026. If the Customer does not sign this Agreement by that date or if the Customer modifies the terms of this Agreement before signing it, the Company may withdraw or modify this offer. This Agreement is not valid until it has been signed by both parties.

Section 4.25 Access and Retention of Books and Records. Upon written request of the Secretary of Health and Human Services, the Comptroller General, or Customer, or any of their duly authorized representatives, Company shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Company carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Company agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Customer, Company, or any Company's representative by virtue of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Customer and the Company have read the foregoing and all documents incorporated therein, and agree and accept such terms effective as of the Effective Date.

The Company:

INSURGICAL, INC.

The Customer:

COUNTY OF SAN MATEO

By: 

By: _____

Name: Peter M. Aman

Name: _____

Title: CEO

Title: _____

Date: 12/3/2025

Date: _____

EXHIBIT A: PRODUCT AND PRICING

Customer:	San Mateo Medical Center	Customer Contact:	Luis Sifuentes
Address:	222 W. 39 th Avenue San Mateo, CA 94403	Phone:	650-573-2050
		Email:	lsifuentes@smcgov.org

Minimum Monthly Joint Replacement Procedures (2 tools each): 8
Annual Price Increase for All Tables Below: 4% after each year

Table 1a: Insurgical SURE Power Tool/Reprocessed Tool Pricing

Tool Code	Tool Description	Qty	UOM	List Price	Contract Price
3010001	Insurgical Drill/Reamer	8	EA	\$550.00	\$250.00
3010002	Insurgical Oscillating Saw	8	EA	\$550.00	\$250.00
3010003	Insurgical Reciprocating Saw	2	EA	\$550.00	\$250.00
TOTAL PRICE				\$9,900.00	\$4,500.00

Table 1b: Insurgical Reusable Pricing

Tool Code	Tool Description	Qty	UOM	List Price	Contract Price
9250022	Insurgical 2.0-3.2 Pin Driver	2	EA	\$3,495.00	\$00.00
9250012	Insurgical Jacob's Chuck	2	EA	\$1,440.00	\$00.00
9250010	Insurgical Jacob's Chuck Key	2	EA	\$45.00	\$00.00
9250013	Insurgical AO Drill Bit Adapter	2	EA	\$895.00	\$00.00
3003022	MAXLIFE Battery	6	EA	\$589.00	\$00.00
3004025	MAXLIFE Battery Charger	3	EA	\$879.00	\$00.00
TOTAL PRICE				\$17,921.00	\$00.00

NOTE: All items consigned free of charge in Table 1b to be determined by Insurgical based on the volume of monthly tool usage. Any items lost or damaged because of misuse to be replaced and invoiced at List Price.

Table 2: Consumables Pricing

Tool Code	Tool Description	UOM	List Price	Contract Price

Customer Location(s) and/or Facility(ies): 222 W 39th Avenue, San Mateo, CA 94403