BD

Master Agreement

This Master Agreement (this "<u>Master Agreement</u>"), effective as of September 15, 2020 ("<u>Effective Date</u>"), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, "<u>CareFusion</u>") and the County of San Mateo, San Mateo Medical Center ("<u>Customer</u>"), each a "<u>Party</u>" and, collectively, the "<u>Parties</u>." This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

1.1 **Customer Orders; Initial Customer Orders.**

a) The Parties may enter into various transactions for hardware ("<u>Equipment</u>"), software licenses, accessories, and other products (collectively, "<u>Products</u>") and/or services ("<u>Services</u>"), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order ("<u>Customer Order</u>"). Each Customer Order may have one or more attachments (each, a "<u>Customer Order Attachment</u>"), and shall incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.

b) The initial Customer Orders for BD Pyxis™ and BD HealthSight™ Products being entered into contemporaneously with this Master Agreement, along with the accompanying Customer Order Attachments and applicable Implementation Timelines (collectively, the "<u>Initial Orders</u>"), are attached to this Master Agreement as **Exhibit D**. By execution of this Master Agreement, Customer represents (i) its intention to sign this Master Agreement and each Initial Order, (ii) that Customer's signature of this Master Agreement constitutes signature of each Initial Order, and (iii) that, notwithstanding any term or condition to the contrary, each Initial Order attached hereto as **Exhibit D** will not be considered a separate contract, but will be deemed a part of this Master Agreement. Each Customer Order signed by the Parties after the Initial Orders will be deemed an amendment to this Master Agreement ("<u>Master Amendment</u>") and will be subject to the terms of the Master Agreement.

1.2 **Schedules.** Each schedule identified on **Exhibit A** ("<u>Schedule</u>") is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.

1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.

1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing.

1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) ("<u>Acceptance</u>" or "<u>Accepted</u>"). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion's standard confirmation form.

1.6 **Not-To-Exceed Amount.** In no event shall total payment under this Master Agreement for the Initial Orders attached hereto as **Exhibit D** exceed TWO MILLION DOLLARS ($2,000,000.00) (the "<u>Not To Exceed Amount</u>"). If the Parties enter into any additional Customer Orders for Products, the Parties will execute a written amendment to this Master Agreement to modify this section accordingly.

1.7 **Payment Terms.** Customer will pay all CareFusion invoices in full by the due date under the applicable Customer Order as stated on the invoice ("<u>Due Date</u>"). Notwithstanding the foregoing, as applicable to BD Pyxis™ Products, CareFusion will send invoices to Customer at least sixty (60) days prior to the Due Date, accurately reflecting the amount due under the Customer Order "<u>Accurate Invoice</u>"). If an invoice does not accurately reflect the amount due ("<u>Inaccurate Invoice</u>"), then (i) Customer shall notify CareFusion of the Inaccurate Invoice within fifteen (15) days of receipt, (ii) upon receipt of an Accurate Invoice, the

Due Date shall be adjusted to sixty (60) days after receipt ("Adjusted Due Date"), and (iii) any late charges shall not accrue until after the Adjusted Due Date.

1.8   **Availability of Funds.** Customer may immediately terminate any Customer Order based upon unavailability of Federal, State, or County funds, if there is no other legal procedure or available funds by or which payment can be made to CareFusion, by providing no less than thirty (30) days' prior written notice to CareFusion as soon as is reasonably possible after Customer learns of said unavailability of funding. Upon such termination, Customer must return any Pyxis Products subject to outstanding payment obligations under a terminated Customer Order (at Customer's expense, to a destination CareFusion directs, in good working condition).

1.9   **Late Charge.** Subject to **Section 1.7** (*Payment Terms*), if Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one percent (1.0%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.

1.10   **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion's net income (collectively, "Taxes"). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer's failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer's tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer's exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

2.   PRODUCT USE AND WARRANTY.

2.1   **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a "User Guide"). Customer may use and reproduce any User Guide solely for Customer's internal use.

2.2   **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance, the Product will perform substantially in accordance with the specifications of its User Guide (the "Limited Warranty"). If a Product fails to perform substantially in accordance with the specifications of its User Guide during the applicable warranty period, then Customer will notify CareFusion in writing. In that case, as Customer's sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that does not perform substantially in accordance with the specifications of its User Guide because the Product: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control; or (iv) includes repair or service parts, add-ons, or disposables that are not manufactured or approved by CareFusion.

2.3   **Use of Products; Inspection.** Customer will use Products only: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer's use of repair or service parts or disposables that are not manufactured or approved by CareFusion is at Customer's own risk and may void the Limited Warranty stated in **Section 2.2**. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer's records regarding use of Products during Customer's regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

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3.   SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

3.1   **Software; Third Party Software.** "Software" means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party ("Third Party Software"). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.

3.2   **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer's site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Product, identified by serial number, within which it is embedded. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to **Section 7.1** below.

3.3   **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Product that was not provided to Customer by CareFusion or a CareFusion authorized party.. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer's scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion's reasonable request (no more than once per year), Customer will provide CareFusion with relevant information to verify Customer's scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.

3.4   **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion's minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.

3.5   **Data.** "Data" means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Schedule in effect between the Parties as of the Effective Date, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer. Data shall be sole property of Customer and shall be made available in an industry-standard format upon termination of this Master Agreement as needed.

3.6   **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.

4.   INDEMNIFICATION.

4.1   **Mutual Indemnification.** Notwithstanding any contrary limitations in and otherwise subject to the terms in this Master Agreement, each Party ("Indemnifying Party") will (i) defend the other Party (the "Indemnified Party") against any demand, action, claim, suit or proceeding ("Claims") asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.

4.2   **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all subparts of **Sections 2** and **3** of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an "<u>Infringement Claim</u>"). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party's intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product. This Section states Customer's exclusive remedy and CareFusion's total liability to Customer for an Infringement Claim.

5.   <u>LIMITATIONS OF LIABILITY; INSURANCE</u>.

5.1   **Exclusion of Consequential Damages.** EXCEPT AS PROVIDED UNDER **SECTION 4**, **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER ORDER.**

5.2   **Insurance.** CareFusion will maintain: (i) commercial general liability insurance including Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than $2,000,000 and $5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request including Customer as an additional insured with per occurrence limits and aggregate limits of not less than $5,000,000 and $5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than $1,000,000 and $3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than $1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

6.   <u>TERM</u>. The term of this Master Agreement shall begin on September 15, 2020 and continue through October 31, 2026 ("<u>Master Term</u>"), unless otherwise modified in an amendment to this Master Agreement signed by the Parties. All Rental and Support Terms under any Customer Orders entered into by the Parties after the Initial Orders must begin after September 15, 2020, provided that, any Customer Orders with Rental and Support Terms that end after the expiration of the Master Term shall continue to be governed by this Master Agreement for the remainder of such Rental and Support Terms.

7.   <u>TERMINATION</u>.

7.1   **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Order upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.

7.2   **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Order. Notwithstanding the foregoing, this section shall not limit the Customer's right to terminate a Customer Order pursuant to **Section 1.8** (*Availability of Funds*), above.

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8.   COMPLIANCE WITH LAWS AND POLICIES.

8.1   **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.

8.2   **Equal Opportunity. The Parties shall comply with the following equal opportunity clause: To the extent not exempt, the Parties shall abide by the requirements of 41 CFR §§ 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, 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, national origin, protected veteran status or disability.**

8.3   **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).

8.4   **Proper Reporting of Discounts and Pricing.** The prices under a Customer Order may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The Parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under the Customer Order, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under the Customer Order net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of the Customer Order and all other documentation regarding the Customer Order, together with the invoices for purchase of Products thereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

8.5   **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Order, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Order ("Access"). If CareFusion pays a subcontractor more than $10,000 over a twelve (12)-month period to perform such Customer Order, then CareFusion will require such subcontractor to permit Access to the Requesting Party.

8.6   **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.

8.7   **Customer Policies**. CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Order (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.

8.8   **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.

9.   MISCELLANEOUS.

9.1   **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Order.

9.2   **Confidentiality.**

a)   Confidential Information. Each Party may not use for financial gain, disclose, or make other improper use of information not generally known, or any otherwise privileged information acquired from the other Party in connection with this contract ("Confidential Information").

b)   Protection of Confidential Information. Any Customer data and information designated as confidential and made available to the other Party ("Disclosing Party") must be protected by the other Party from unauthorized use and disclosure, except as required by law.

    c)   <u>Data Retention and Disposal</u>. On termination of this Master Agreement or any Customer Order, CareFusion must return to Customer or destroy and erase all retained originals and copies of Customer's Confidential Information. Upon request, CareFusion will provide a written statement to Customer certifying compliance with the requirements of this subsection.

    d)   <u>Subcontract Disclosure Requirements</u>. Any subcontract entered into as a result of this Master Agreement must contain substantially similar terms related to disclosure of Confidential Information.

9.3   **Force Majeure.**   If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "<u>Force Majeure Event</u>"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event.

9.4   **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Order without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Order.

9.5   **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Order will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three (3) days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.

9.6   **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Order invalid or unenforceable, then the remaining terms will continue in full force and effect, unless the invalid or unenforceable term is a material part of the bargain between the Parties.

9.7   **No Waiver.** No right created by this Master Agreement or any Customer Order will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

9.8   **Governing Law.** The validity of this Master Agreement and of its terms, the rights and duties of the parties under this Master Agreement, the interpretation of this Master Agreement, the performance of this Master Agreement, and any other dispute of any nature arising out of this Master Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Master Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

9.9   **Prevailing Party.** Intentionally Omitted.

9.10   **Survival.** The obligations set forth in this Master Agreement and each Customer Order that by their nature continue and survive will survive any termination or expiration of this Master Agreement.

9.11   **Entire Agreement; Amendment; Exhibits.** This Master Agreement and each Customer Order sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Order, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Order will be effective unless adopted via a written amendment signed by each Party.

The following exhibits and attachments are attached to this Master Agreement and incorporated into this Master Agreement by this reference:

    a)   **Exhibit A** – List of Schedules

    b)   **Exhibit B**- Corporate Compliance SMMC Code of Conduct

    c)   **Exhibit C** - Performance Metrics

    d)   **Exhibit D** – Initial Customer Orders, Customer Order Attachments, Implementation Timelines

9.12   **Disentanglement.** The Parties shall reasonably cooperate to ensure a smooth transition at the time of termination of this Master Agreement or any Customer Order. Both Parties shall continue to perform its obligations under this Master Agreement and the Customer Orders with the goal of minimizing or eliminating any performance interruption under the Master Agreement or any Customer Order. The Parties may agree to CareFusion's provision of additional services in the nature of "transition services" relating to the termination of Products and Services pursuant to a separate agreement between the Parties, including without limitation, Customer's obligation to pay CareFusion on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. CareFusion shall deliver to Customer or its designee, at Customer's request, all Data held by CareFusion, and after return of same, or if delivery is not possible, CareFusion shall destroy all copies of Data still in CareFusion's possession, if any, at no charge to Customer. Such Data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. Upon any termination of a Customer Order under **Section 7.1** above, the Parties may reasonably agree on the extension of the applicable Support Term for up to twelve (12) months following the initial Support Term (the "Transition Period") at the then-applicable rates, provided that applicable fees shall remain subject to the limitations set forth in the applicable Schedule and Customer Order regarding such Services and applicable fees during any extended Support Term.

9.13   **Compliance with Living Wage Ordinance.** As required by Chapter 2.88 of the San Mateo County Ordinance Code, CareFusion certifies all contractor(s) and subcontractors(s) obligated under this Master Agreement shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

9.14   **Equal Benefits Ordinance.** CareFusion shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of CareFusion's employee is of the same or opposite sex as the employee.

9.15   **Employee Jury Service.** CareFusion shall comply with Chapter 2.85 of the Customer's Ordinance Code, which states that CareFusion shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from CareFusion, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with CareFusion or that the CareFusion may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Master Agreement, CareFusion represents that it has and adheres to a policy consistent with Chapter 2.85. The requirements of Chapter 2.85 do not apply if this Master Agreement's total value listed in **Section 1.6** (*Payment*), is less than one-hundred thousand dollars ($100,000), but CareFusion acknowledges that Chapter 2.85's requirements will apply if this Master Agreement is amended such that its total value meets or exceeds that threshold amount.

9.16   **History of Discrimination.** CareFusion certifies that no finding of discrimination has been issued in the past 365 days (prior to the Effective Date of this Master Agreement) against CareFusion by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other regulatory entity. If any finding(s) of discrimination have been issued against CareFusion within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, CareFusion shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Master Agreement. Failure to comply with this Section shall constitute a material breach of this Master Agreement and subjects the Master Agreement to immediate termination at the sole option of Customer.

9.17   **Electronic Signature.** Both Customer and CareFusion wish to permit this Master Agreement and future documents relating to this Master Agreement to be digitally signed in accordance with California law and Customer's Electronic Signature Administrative Memo. Any Party to this Master Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Master Agreement.

[Signatures on following page.]

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

lutions, LLC

Christopher Bresnahan
—61D7A741A9CA42B...
Contractor Signature

8/19/2020
Date

Christopher Bresnahan
_____
Contractor Name (please print)

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:_____

By:_____
Clerk of Said Board

NST/MS/LJ/CSA 20200818

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Exhibit A
List of Schedules

Product Line (if applicable)	Schedules
General	Third Party Software
General	Business Associate
General	Equipment Rental Terms
BD Pyxis™	Implementation Terms
BD Pyxis™	Support Terms
BD Pyxis™	Pharmogistics Products
BD	BD HealthSight™ Products

EXHIBIT B

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

CareFusion recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

CareFusion will comply with all Federal, State or other governmental health care program requirements.

CareFusion, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

CareFusion will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

CareFusion has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

CareFusion understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

CareFusion is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

CareFusion will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). CareFusion will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

CareFusion will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

CareFusion will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775

CareFusion, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit CareFusion to this Code of Conduct, and has committed CareFusion to comply with this Code of Conduct.

Exhibit C
Performance Metrics

Customer will measure CareFusion's performance of the Services to be provided under the Initial Orders in accordance with the procedures set forth by the performance indicators below. CareFusion acknowledges that the performance indicators are a reasonable minimum standard by which to measure CareFusion's performance of the Services.

Performance Indicators:

- CareFusion will meet the requirements set forth in the Implementation Timelines for the Customer Orders attached as **Exhibit D**.

Exhibit D

Initial Customer Orders, Customer Order Attachments, and Implementation Timelines set forth in table below to be inserted after this page.

Implementation Timeline	Customer Order Number	Product Line(s)	Customer Order Attachments (if applicable)
Implementation Timeline #1 for Customer Orders Numbered 10000173619 and 10000171907	1000173619	BD Pyxis™ MedStation™ ES BD Pyxis™ Anesthesia Station ES	Not applicable
	1000171907	BD Pyxis™ ES Refrigerator	Not applicable
Implementation Timeline #2 for Customer Orders Numbered 1000099461, 10000146881, and 10000157230	1000099461	BD Pyxis™ MedStation™ ES BD Pyxis™ Anesthesia Station ES	Not applicable
	1000146881	BD Pyxis™ CIISafe	Customer Order Attachment (TAP for CIISafe)
	1000157230	Codonics Safe Label System	Customer Order Attachment (Codonics SLS)
Implementation Timeline #3 for Customer Orders Numbered 10000146920 and 10000173652	1000146920	BD Healthsight™	Not applicable
	1000173652	BD Healthsight™	Not applicable
Implementation Timelines #4 for Customer Orders Numbered 1000146523 and 1000173651	1000173651	BD Pyxis™ Logistics	Not applicable
	1000146523	BD Pyxis™ Logistics	Not applicable
Not applicable	50007511	Pyxis Refrigerator Seismic Anchor	Not applicable

Implementation Timeline

Solution / Product(s): Pyxis ES Expansion, Refrigerators
Customer Name: San Mateo County General Hospital
Customer Order Number: 10000173619, 10000171907
Timeline Create Date: 7/6/2020
Timeline Expiration Date: 9/30/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	N/A
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	N/A
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	N/A
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	N/A
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	N/A
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	N/A
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	N/A
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	2/8/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	3/12/2021
Term Begin Date		4/1/2021

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Created by: Andrew Harbison

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Implementation Timeline

Solution / Product(s): CII Safe, Pyxis ES, Pyxis Anesthesia
Customer Name: San Mateo County General Hospital
Customer Order Number: 1000099461, 10000146881, 10000157230
Timeline Create Date: 7/6/2020
Timeline Expiration Date: 9/30/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	11/4/2020
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	11/30/2020
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	12/14/2020
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	1/22/2021
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	1/29/2021
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	2/5/2021
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	2/5/2021
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	2/8/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	3/12/2021
Term Begin Date		4/1/2021

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Created by: Andrew Harbison

Created on: 7/6/2020 5:03 PM

Implementation Timeline

Solution / Product(s): BD Healthsight Inventory Optimization, Diversion & Data Manager
Customer Name: San Mateo County General Hospital
Customer Order Number: 10000146920, 10000173652
Timeline Create Date: 7/6/2020
Timeline Expiration Date: 9/30/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	2/8/2021
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	N/A
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	2/28/2021
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	N/A
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	3/1/2021
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	N/A
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	4/13/2021
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	5/17/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	6/22/2021
Term Begin Date		7/1/2021

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Created by: Andrew Harbison

Created on: 7/6/2020 5:26 PM

Implementation Timeline

Solution / Product(s): Logistics with Carousel, Packager
Customer Name: San Mateo County General Hospital
Customer Order Number: 1000146523, 1000173651
Timeline Create Date: 8/11/2020
Timeline Expiration Date: 9/30/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	6/1/2021
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	7/26/2021
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	8/9/2021
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	8/23/2021
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	9/17/2021
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	10/8/2021
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	8/16/2021
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	10/11/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	10/15/2021
Term Begin Date		11/1/2021

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

BD

Customer Order

Customer Order Date: 6/25/2020

Customer Order :   1000099461,1000173619, 1000173651, 1000173652, 1000171907, 1000157230, 1000146920, 1000146881, 1000146523,

Customer Information

Sold To:	Ship To:	Bill To
Legal Name: SAN MATEO COUNTY GENERAL HOSPITAL		Same as (Circle) Sold To: Ship To:
DBA: SAN MATEO COUNTY GENERAL HOSPITAL	SAN MATEO COUNTY GENERAL HOSPITAL	
Street Address: 222 W 39TH AVE	222 W 39TH AVE	
City,St.,Zip: SAN MATEO, CA 94403-4398	SAN MATEO, CA 94403-4398	
Customer No. 1141305	1141305	

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**PyxisProduct**" and, collectively, the "**PyxisProducts**"); and (ii) Services applicable to the PyxisProducts (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the PyxisProducts and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the PyxisProducts hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

3. **Footprint Modification Option.** The Parties understand and agree that the PyxisProducts hereunder will be subject to the following option (hereafter, "**FMO Option**").
(a) **Definitions**. As used herein, (i) "**FMO Products**" will mean a subset of the PyxisProducts valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "**Modification Amount**" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the PyxisProducts hereunder; and (iii) "**Contract Year**" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("**Master Agreement Anniversary Date**") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.
(b) **Terms and Conditions.** Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMOProducts any time during a Contract Year. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Orders and Customer's compliance with the terms thereof, including, without limitation, return of the FMOProducts at Customer's expense. Termination of the Rental or Subscription Term for the FMOProducts shall be effective the first day of the month following the date CareFusion receives possession of the FMOProducts. On the effective date of termination, the Rental, Subscription or Support Terms and Customer's obligation to pay Monthly Rental, Subscription or Support Fees for the FMOProducts will terminate.
For the sake of clarity, the foregoing option shall not: (i) apply any PyxisProducts other than the FMOProducts, (ii) apply to any "sold-to" or "ship-to" entity not designated above, (iii) apply to any Third Party Product or Third Party Software listed in the Customer Orders, or (iv) carry over to a subsequent Contract Year.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?**(Please Circle)**			Copies of this Customer Order will be sent to Ship To signer listed above.
Yes	**No**	Rental PO#:	When complete, additional copies will be sent to the following address:
		Support PO#:	Name: Street Address: City,St.,Zip:

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000099461

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Product Discounts:
GPO:	12 %
QTY:	7 %
Non-Std Disc %:	42 %

Support Discounts:
GPO:	12 %
QTY:	3 %

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

Current Products				New Products											
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee	
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
12876696	MEDSTATION 4000 MAIN	$ 278.00	$ 128.00	INC	323		MEDSTATION,ES,MAIN,2-DRAWER	1	UPU	1	$ 411.00	$ 196.00	$ 196.00	$ 136.00	$ 116.00	$ 116.00
12876697	MEDSTATION 4000 MAIN	$ 278.00	$ 128.00	ERTRIAGE			RETURN TO CAREFUSION	1	CNL							
12876698	MEDSTATION 4000 MAIN	$ 278.00	$ 128.00	ENDO	323		MEDSTATION,ES,MAIN,2-DRAWER	1	UPU	1	$ 411.00	$ 196.00	$ 196.00	$ 136.00	$ 116.00	$ 116.00
12876699	MEDSTATION 4000 MAIN	$ 278.00	$ 128.00	PACU	323		MEDSTATION,ES,MAIN,2-DRAWER	1	UPU	1	$ 411.00	$ 196.00	$ 196.00	$ 136.00	$ 116.00	$ 116.00
12876701	MEDSTATION 4000 MAIN	$ 278.00	$ 128.00	OR3-A	323		MEDSTATION,ES,MAIN,2-DRAWER	1	UPU	1	$ 411.00	$ 196.00	$ 196.00	$ 136.00	$ 116.00	$ 116.00
13212800	MEDSTATION 4000 MAIN	$ 806.00	$ 133.00	1A2	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
13212801	MEDSTATION 4000 MAIN	$ 806.00	$ 133.00	PACU2	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
13212970	SRM CAL RD DR 12 FT CBL	$ 67.00	$ 22.00	ED	345		MED,SRM,ROUNDOFFSET,12FT,LT		UPN	1	$ 94.00	$ 45.00	$ 45.00	$ 22.00	$ 19.00	$ 19.00
13793959	CONSOLE DTSVM SERVER DEMO/TEST	$ 0.00	$ 0.00				RETURN TO CAREFUSION		CNL							
13947641	MEDSTATION,4000,CONSOLE	$ 380.00	$ 268.00				RETURN TO CAREFUSION		CNL							
13947642	MEDSTATION,4000,WORKSTATION	$ 185.00	$ 45.00				RETURN TO CAREFUSION		CNL							
13949140	MEDSTATION,4000,AUX,7-DRAWER	$ 429.00	$ 62.00	OR	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1	$ 909.00	$ 433.00	$ 433.00	$ 60.00	$ 51.00	$ 51.00
13978955	PYXIS ANESTHESIA SYSTEM 4000	$ 409.00	$ 135.00	OR-1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPK	1	$ 699.00	$ 333.00	$ 333.00	$ 117.00	$ 100.00	$ 100.00
13984193	MEDSTATION,4000,AUX,7-DRAWER	$ 508.00	$ 62.00	ED	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1	$ 909.00	$ 433.00	$ 433.00	$ 60.00	$ 51.00	$ 51.00
13984194	MEDSTATION,4000,MAIN,6-DRAWER	$ 780.00	$ 133.00	3A	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
13984195	MEDSTATION,4000,MAIN,6-DRAWER	$ 780.00	$ 133.00	3B	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
13984196	MEDSTATION,4000,MAIN,6-DRAWER	$ 582.00	$ 128.00	ED	323		MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 972.00	$ 463.00	$ 463.00	$ 136.00	$ 116.00	$ 116.00

Customer Initials:_____

CareFusion Use Only

Page: 2 / 4

Date: Jun 25, 2020

BD

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

Current Products				New Products											
		Monthly Rental Fee								Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
13995617	PYXIS ANESTHESIA SYSTEM 4000	$ 409.00	$ 135.00	OR-2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPK	1	$ 699.00	$ 333.00	$ 333.00	$ 117.00	$ 100.00	$ 100.00
13995618	PYXIS ANESTHESIA SYSTEM 4000	$ 409.00	$ 135.00	OR3-A	327		PYXIS ANESTHESIA SYSTEM ES	1	UPK	1	$ 699.00	$ 333.00	$ 333.00	$ 117.00	$ 100.00	$ 100.00
216986	INTERFACE NON-SHIPPABLE	$ 0.01	$ 0.01				RETURN TO CAREFUSION		CNL							
40277272	SCANNER, A-SYS, 1D, RESIDENT	$ 10.00	$ 0.00				RETURN TO CAREFUSION		CNL							
40359829	INTF, MED,STD,CONV,ADT	$ 0.01	$ 0.00				RETURN TO CAREFUSION		CNL							
40359830	INTF, MED, STD, CONV USAGE	$ 0.01	$ 0.00				RETURN TO CAREFUSION		CNL							
40359831	INTF, MED,STD,CONV, PATIENT PROFILE	$ 0.01	$ 0.00				RETURN TO CAREFUSION		CNL							
40428773	CCE MEDSTATION SOLUTION SW LICENSE	$ 323.00	$ 0.00				RETURN TO CAREFUSION		CNL							
40428775	INTF, MED,STD,NEW,ADT	$ 0.01	$ 0.00	Z IT	129766-01		INTF, MED,STD,NEW,ADT		SWR	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
40428776	INTF, MED, STD, NEW USAGE	$ 0.01	$ 0.00	Z IT	129773-01		INTF, MED, STD, NEW USAGE		SWR	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
40428777	INTF, MED,STD,NEW, PATIENT PROFILE	$ 0.01	$ 0.00	Z IT	129812-01		INTF, MED,STD,NEW,PATIENT PROFILE		SWR	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
8000046301	MEDSTATION,4000,AUX,7-DRAWER	$ 587.00	$ 62.00	2A	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1	$ 909.00	$ 433.00	$ 433.00	$ 60.00	$ 51.00	$ 51.00
8000046302	MEDSTATION,4000,AUX,7-DRAWER	$ 587.00	$ 62.00	2B	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1	$ 909.00	$ 433.00	$ 433.00	$ 60.00	$ 51.00	$ 51.00
8000046303	MEDSTATION,4000,AUX,7-DRAWER	$ 535.00	$ 62.00	ICU	324		MEDSTATION,ES,AUX,7-DRAWER	6	UPU	1	$ 909.00	$ 433.00	$ 433.00	$ 60.00	$ 51.00	$ 51.00
8000046424	MEDSTATION 4000 MAIN	$ 753.00	$ 133.00	ICU	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
8000046496	MEDSTATION 4000 MAIN	$ 753.00	$ 133.00	2A	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00
8000046497	MEDSTATION 4000 MAIN	$ 582.00	$ 128.00	PES	323		MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 972.00	$ 463.00	$ 463.00	$ 136.00	$ 116.00	$ 116.00
8000046498	MEDSTATION 4000 MAIN	$ 582.00	$ 128.00	OR	323		MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 972.00	$ 463.00	$ 463.00	$ 136.00	$ 116.00	$ 116.00
8000046499	MEDSTATION 4000 MAIN	$ 753.00	$ 133.00	2B	323	Rx	MEDSTATION,ES,MAIN,6-DRAWER	5	UPU	1	$ 1,212.00	$ 578.00	$ 578.00	$ 140.00	$ 120.00	$ 120.00

Customer Initials:_____

CareFusion Use Only

Date: Jun 25, 2020

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000099461

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

	Current Products						New Products									
		Monthly Rental Fee								Monthly Rental Fee			Monthly Support Fee			
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		$ 0.00	$ 0.00	Z IT	136449-02		ES VM Large Server w/SQL		SWE	1	$ 842.00	$ 401.00	$ 401.00	$ 247.00	$ 211.00	$ 211.00
		$ 0.00	$ 0.00	Z IT	136452-02		ES VM Test Server		SWE	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	Z IT	134800-01		Localized User/Form Mgmt Lic 11-20Mains		SWE	1	$ 184.00	$ 88.00	$ 88.00	$ 54.00	$ 46.00	$ 46.00
		$ 0.00	$ 0.00	Z IT	801		PYXIS ES LINK LICENSES		EXP	1	$ 2,036.00	$ 971.00	$ 971.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00	Z IT	137409-01		Viewer Dispensing Subscription		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
40171234	PARx 4.2 Small 3-PDT 3-Printers	$ 825.00	$ 73.00				RETURN TO CAREFUSION		CNL							
		$ 0.00	$ 0.00	Z IT	136607-01		Hosted Data Services OPT IN		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
40428772	CCE ENTERPRISE CORE SW LICENSE	$ 431.00	$ 0.00	Z IT	134561-01		CCE Enterprise SW Site license (single)		SWU	1	$ 582.00	$ 582.00	$ 582.00	$ 525.00	$ 525.00	$ 525.00
		$ 0.00	$ 0.00	Z IT	136276-02		MEDICATION LABEL MODULE		EXP	15	$ 25.00	$ 12.00	$ 180.00	$ 7.00	$ 6.00	$ 90.00
		$ 14,661.07	$ 3,078.01										$ 11,650.00			$ 3,098.00

Total Monthly Rental & Support Fee: $14,748.00

All fees mentioned are in USD

Customer Initials:_____

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000173619

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Product Discounts:
  GPO: 12 %
  QTY: 7 %
  Non-Std Disc %:   42 %
Support Discounts:
  GPO: 12 %
  QTY: 3 %
Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
Z PHARMACY	323		MEDSTATION,ES,MAIN,6DR	6	EXP	1	$1,023.00	$488.00	**$488.00**	$136.00	$116.00	**$116.00**
Z PHARMACY	343		MEDSTATION,ES,AUX,TOWER,SC		EXP	1	$215.00	$103.00	**$103.00**	$48.00	$41.00	**$41.00**
						Totals:			**$591.00**			**$157.00**

Total Monthly Rental & Support Fee: **$748.00**

All fees mentioned are in USD

Customer Initials: ____

BD

Customer Order
PyxisProduct Schedule

Customer Order : 1000173651

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Product Discounts:	
Non-Std Disc %:	15 %
Support Discounts:	
QTY:	10 %
Support Level:	Basic / Standard 24h
Rental and Support Term:	60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

New Products							Rental Terms			Support Terms		
							Monthly Rental Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	155-91		PharmoPack with 88 Canisters-Unit-Dose		NEW	1	$ 1,650.00	$ 1,403.00	**$ 1,403.00**	$ 750.00	$ 750.00	**$ 750.00**
	130995-02		KIT,IMPLEMENT,PHARMOPACK		NEW	1	$ 217.00	$ 184.00	**$ 184.00**	$ 0.00	$ 0.00	**$ 0.00**
	130994-01		SEISMIC ANCHORING DOCS - PHARMOPACK/FSP		NEW	1	$ 186.00	$ 158.00	**$ 158.00**	$ 0.00	$ 0.00	**$ 0.00**
	133257-02		Pharmopack, Installation, CFN		NEW	1	$ 117.00	$ 117.00	**$ 117.00**	$ 0.00	$ 0.00	**$ 0.00**
	133258-02		Pharmopack, Shipping, CFN		NEW	1	$ 8.00	$ 8.00	**$ 8.00**	$ 0.00	$ 0.00	**$ 0.00**
						Totals:			**$ 1,870.00**			**$ 750.00**

Total Monthly Rental & Support Fee: **$2,620.00**

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order
PyxisProduct Schedule

Customer Order : 1000173652

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020													
New Products							**Rental Terms**			**Support Terms**			
							Monthly Rental Fee			**Monthly Support Fee**			
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**	
	137657-01		Pyxis EMR Mapping Services		NEW	1	$ 489.00	$ 489.00	**$ 489.00**	$ 0.00	$ 0.00	**$ 0.00**	
						Totals:			**$ 489.00**			**$ 0.00**	

Total Monthly Rental & Support Fee: **$489.00**

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order
PyxisProduct Schedule

Customer Order : 1000171907

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

GPO: VIZIENT CE7136

							Rental Terms			Support Terms		
The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020												
New Products							**Monthly Rental Fee**			**Monthly Support Fee**		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
	137559-01		PyxisES Ref 13CF, LHG-6Deep,3StdBins		EXP	1	$ 184.00	$ 184.00	**$ 184.00**	$ 54.00	$ 54.00	**$ 54.00**
						Totals:			**$ 184.00**			**$ 54.00**

Total Monthly Rental & Support Fee: **$238.00**

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order
Pyxis Product Schedule

Customer Order : 1000157230

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020											
New Products						**Rental Terms**			**Support Terms**		
						Monthly Rental Fee			**Monthly Support Fee**		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
CODONICS	137586-01		SLS550i SAFE LABEL SYS PRINTER KIT		EXP	3	$ 144.00	$ 144.00	**$ 432.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	134208-01		Kit Mounting Arm		EXP	3	$ 6.00	$ 6.00	**$ 18.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	134755-01		SLS ADMIN TOOL S/W APP SGL SYS LIC		EXP	3	$ 20.00	$ 20.00	**$ 60.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	134601-01		SLS ADMINISTRATION TOOL ACCESSORY KIT		EXP	1	$ 24.00	$ 24.00	**$ 24.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	134772-01		SLS YEARS 2-5 RETURN-TO-FACTORY WNTY		EXP	3	$ 54.00	$ 54.00	**$ 162.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	134775-01		SLS EMAIL NOTIFIER SINGLE LICENSE		EXP	3	$ 10.00	$ 10.00	**$ 30.00**	$ 0.00	$ 0.00	**$ 0.00**
CODONICS	135813-01		INTF, CODONICS, FORMULARY		EXP	1	$ 0.01	$ 0.00	**$ 0.00**	$ 0.00	$ 0.00	**$ 0.00**
						Totals:			**$ 726.00**			**$ 0.00**

Total Monthly Rental & Support Fee: **$726.00**

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order
Pyxis Product Schedule

Customer Order : 1000146920

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: SVC / Advanced 8h
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020												
New Products							**Rental Terms**			**Support Terms**		
							Monthly Rental Fee			**Monthly Support Fee**		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	1113-00		HEALTHSIGHT DATA MANAGER		SWN	1	$ 325.00	$ 325.00	**$ 325.00**	$ 0.00	$ 0.00	**$ 0.00**
	1112-00		DIVERSION ANALYTICS		SWN	1	$ 825.00	$ 825.00	**$ 825.00**	$ 0.00	$ 0.00	**$ 0.00**
	1109-00		HealthSight Inventory Optimization		SWN	1	$ 830.00	$ 830.00	**$ 830.00**	$ 0.00	$ 0.00	**$ 0.00**
						Totals:			**$ 1,980.00**			**$ 0.00**

Total Monthly Rental & Support Fee: **$1,980.00**

All fees mentioned are in USD

Customer Initials: _____

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000146881

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Product Discounts:
GPO:	12 %
QTY:	7 %
Non-Std Disc %:	37 %

Support Discounts:
GPO:	12 %
QTY:	3 %

Support Level: SVC / Advanced 8h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

	Current Products						New Products								
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
14871918	CIISAFE,V7.X,DBL INTG MAIN,BIO,CLEAR DO	$ 1,831.00	$ 124.00	Pharmacy	111-199-01		CIISAFE,V8.X,DBL INTG MAIN, BIO,CLEAR DO		UPR	1	$ 1,408.00	$ 726.00	$ 726.00	$ 123.00	$ 105.00	$ 105.00
14871919	CIISAFE, DBL AUX, CLEAR DOORS	$ 413.00	$ 46.00	Pharmacy	111-113		CIISAFE, DBL AUX, CLEAR DOORS		UPN	1	$ 317.00	$ 163.00	$ 163.00	$ 46.00	$ 39.00	$ 39.00
		$ 2,244.00	$ 170.00										$ 889.00			$ 144.00

Total Monthly Rental & Support Fee: $1,033.00

All fees mentioned are in USD

Customer Initials:_____

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000146523

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Product Discounts:
GPO:	12 %
QTY:	7 %
Non-Std Disc %:	15 %
Other:	4 %

Support Discounts:
GPO:	12 %
QTY:	10 %

Support Level: Basic / Standard 24h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

	Current Products						New Products									
		Monthly Rental Fee								Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		$ 0.00	$ 0.00		806		PHARMOGISTICS ES SW HOSP		SWN	1	$ 2,685.00	$ 2,197.00	$ 2,197.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		807		PYXIS CHECK SW HOSP		SWN	1	$ 570.00	$ 485.00	$ 485.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		137116-01		PHARMOGISTICS ES TEST SYSTEM SW		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		136607-01		Hosted Data Services OPT IN		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		137087-01		KIT, PHG ES 1.0 VM with SQL2012		SWN	2	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		135343-01		CCE Site (Covered under Enterprise Lic.)		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		135003-01		INTF,MED,ADDL,PHACTS INTEGRATION		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		355079-01		INTF,PHARMOGISTICS, SCANCODE,PYXIS		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		134318-01		INTF, PHACTS, PHARMACY SYSTEM CARTFILL		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		134971-01		IF, PHACTS, TO WHOLESALER		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		134973-01		IF, PHACTS, TO FINANCE/ GENERAL LEDGER		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		136023-01		MFN FORMULARY INTERFACE from PIS		SWN	1	$ 0.01	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		136571-01		Pharmogistics Server Implementation		NEW	1	$ 133.00	$ 133.00	$ 133.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		136572-01		Pharmogistics Site Implementation		NEW	1	$ 200.00	$ 200.00	$ 200.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		NEW	4	$ 56.00	$ 48.00	$ 192.00	$ 12.00	$ 12.00	$ 48.00
		$ 0.00	$ 0.00		136178-01		PRINTER ZT410 THRML BAR CODE		NEW	3	$ 67.00	$ 57.00	$ 171.00	$ 14.00	$ 14.00	$ 42.00
		$ 0.00	$ 0.00		134652-02		Pyxis Check scanner kit		NEW	2	$ 9.00	$ 8.00	$ 16.00	$ 2.00	$ 2.00	$ 4.00

Customer Initials:_____

BD

Customer Order
PyxisProduct Schedule
Customer Order : 1000146523

Sold To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305
Ship To: SAN MATEO COUNTY GENERAL HOSPITAL #1141305

GPO: VIZIENT CE7136

Support Level: Basic / Standard 24h

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 09/30/2020

Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		$ 0.00	$ 0.00		130990-02		KIT-INSTALL, PHARMOGISTICS/CAROUSEL, NETWK		NEW	1	$ 44.00	$ 37.00	$ 37.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		165-23		CAR,VERT,101HX134.5X84D, W-PRTSHLF		NEW	1	$ 2,359.00	$ 2,005.00	$ 2,005.00	$ 730.00	$ 730.00	$ 730.00
		$ 0.00	$ 0.00		133248-01		Carousel, Installation, USA		NEW	1	$ 200.00	$ 200.00	$ 200.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		133249-01		Carousel, Shipping, USA		NEW	1	$ 125.00	$ 125.00	$ 125.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		133081-01		SEISMIC ANCHORING DOCS - CAROUSEL		NEW	1	$ 241.00	$ 241.00	$ 241.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		133801-01		MNT,CEILING FLUSH,CAR 3SIDE SKIRT,PHACTS		NEW	1	$ 60.00	$ 51.00	$ 51.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		133803-01		FORKLIFT RENTAL,PHACTS		NEW	1	$ 95.00	$ 95.00	$ 95.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		136357-01		Receptacle-Dumpster Fees,Car. Install		NEW	1	$ 24.00	$ 24.00	$ 24.00	$ 0.00	$ 0.00	$ 0.00
		$ 0.00	$ 0.00		356688-01		KIT-TC510K-US		NEW	1	$ 20.00	$ 14.00	$ 14.00	$ 15.00	$ 13.00	$ 13.00
		$ 0.00	$ 0.00		356872-01		KIT QN420 PRINTER US		NEW	1	$ 17.00	$ 13.00	$ 13.00	$ 13.00	$ 11.00	$ 11.00
		$ 0.00	$ 0.00		356825-01		CRADLE SGL SLOT USB AND CHGR US		NEW	1	$ 5.00	$ 3.00	$ 3.00	$ 0.00	$ 0.00	$ 0.00
43359454	KIT HARDWARE PARX V5.1	$ 232.00	$ 12.00	PHARMACY			RETURN TO CAREFUSION		CNL							
43359455	KIT HARDWARE PARX V5.1	$ 232.00	$ 12.00	PHARMACY			RETURN TO CAREFUSION		CNL							
43359456	KIT HARDWARE PARX V5.1	$ 232.00	$ 12.00	PHARMACY			RETURN TO CAREFUSION		CNL							
43359457	KIT INSTALL SITE PARX V5.1	$ 1,072.00	$ 46.00	PHARMACY			RETURN TO CAREFUSION		CNL							
		$ 1,768.00	$ 82.00										$ 6,202.00			$ 848.00

Total Monthly Rental & Support Fee: $7,050.00

All fees mentioned are in USD

Customer Initials: _____

BD

SEISMIC ANCHOR PRICE QUOTE

Quote Number: 50007511
Valid From: 03/02/2020
Valid To: 09/02/2020

This sales price quote is valid only for the dates above and is subject to change without further notice. Please call CareFusion Solutions, Dispensing Order Management at 800-366-3330 or fax PO to 858-617-5301 to place your order.

By submitting a Purchase Order or payment for the products stated in this quote, Customer accepts and agrees to the following terms and conditions:

1. Taxes. Costs stated in the Seismic Anchor quote or purchase order (the "Anchor Agreement") do not include any applicable taxes. Customer shall pay when due any sales, use, property, or other taxes or assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties arising from the transactions stated in the purchase order.
2. Payment. CareFusion shall invoice Customer for the total cost of the Seismic Anchor after they have been delivered. Within 15 days of invoice by CareFusion, Customer shall pay the total invoiced cost for the Seismic Anchor provided by CareFusion to Customer.
3. Late Charges. If Customer does not pay any amount due to CareFusion pursuant to the Anchor Agreement on or before the due date, then Customer shall pay a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis, or the highest rate allowed by law (whichever is lower).
4. Disclaimer of Warranties. Customer acknowledged and agrees that the Seismic Anchor is provided to Customer on an "As Is" basis and with all faults. CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. CAREFUSION SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF CAREFUSION RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT, NOR SHALL CAREFUSION'S AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER, PURSUANT TO ANY AND ALL CLAIMS AND LEGAL THEORIES EXCEED THE TOTAL COSTS IN FACT PAID BY CUSTOMER TO CAREFUSION FOR THE SEISMIC ANCHOR.
6. Entire Agreement; Amendment. These terms and conditions above, and any other terms and conditions printed on the face of the Seismic Anchor Agreement, constitute the entire agreement and understanding of CareFusion and Customer regarding the Seismic Anchor materials identified in the Anchor Agreement and supersedes all prior written and oral agreements, proposals, bids/bid responses, and understandings between CareFusion and Customer regarding the same. No changes to the Anchor Agreement shall be made or be binding upon either CareFusion or Customer unless made in writing and signed by each party.

Sold To: **SAN MATEO COUNTY GENERAL HOSPITAL #1141305**

Ship To: **SAN MATEO COUNTY GENERAL HOSPITAL #1141305**

       222 W 39TH AVE SAN MATEO, CA 94403-4398

Item	Material	Description	QTY	UOM	Unit Price	Extended Price
10	137594-01	Pyxis Seismic Anchor Kit	1	EA	$ 221.10	$ 221.10
				Total:		**$ 221.10**

CONFIDENTIAL INFORMATION

If applicable, taxes are applied at time of invoicing.
All prices are confidential between the customer & CareFusion Solutions, LLC.

Thank you for your inquiry!

This Customer Order Attachment ("Attachment") applies to any BD Pyxis C^{II}Safe main (each, a "Current C^{II}Safe Product") listed in Customer Order Number 1000146881 ("Dispensing Order"). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other Customer Order.

1.   One-Time Option to Upgrade to the Next Generation of the BD Pyxis™ C^{II}Safe main. If and when the successor to the Current C^{II}Safe Product is generally commercially released ("Successor C^{II}Safe Products"), Customer shall have a one-time option to upgrade to the Successor C^{II}Safe Products with no increase to the net Monthly Rental Fees ("Upgrade Option"), subject to the following terms and conditions:

1.1 Option Period. Customer's Upgrade Option will be effective as of the later of (i) the twenty fourth (24th) month of the initial Rental Term for a Current C^{II}Safe Product; or (ii) the date of release of the Successor C^{II}Safe Products, and will continue for a period of eighteen (18) months ("Option Period"). If a Customer Order and any Attachments memorializing the terms and conditions applicable to the acquisition of a Successor C^{II}Safe Product hereunder (hereafter, "TAP Order") are not executed by Customer during the Option Period, then effective as of the first day following the Option Period, this option will expire.

1.2 Technology Advancement Program Terms and Conditions. The TAP Order executed by Customer during the Option Period will be subject to the following:

(a) Upgrade Configuration.

1. Upgrade to Successor C^{II}Safe Products. For purposes of the TAP Order, the upgrade to the Successor C^{II}Safe Product will include replacement hardware as CareFusion deems necessary, as well as an upgrade to the software embedded on the product, including the operating system ("Upgrade"). The Upgrade *will not* include: (i) software that CareFusion markets and sells as a stand-alone product separate from a Successor C^{II}Safe Product; or (ii) any optional hardware substitution or addition which is beyond what is necessary for the Upgrade.

2. System Requirements and Dependent Upgrades. Customer will provide, at its sole cost, any supporting hardware or third party software required to run the Successor C^{II}Safe Product (e.g., physical servers and SQL licenses) meeting minimum specifications to be provided by CareFusion. Customer will coordinate with CareFusion and upgrade the software version of its BD Pyxis™ ES System to the then current software version.

(b) TAP Order Rental Term and Support Term. The TAP Order will have an initial Rental and Support Term for the Successor C^{II}Safe Product of sixty (60) months starting on the Term Begin Date mutually agreed to by the Parties in the Tap Order.

(c) Monthly Rental and Support Fees. The net Monthly Rental Fees for each Successor C^{II}Safe Product in the TAP Order shall be equal to the net Monthly Rental Fees for the corresponding Current C^{II}Safe Product under the Dispensing Order. Monthly Support Fees for each Successor C^{II}Safe Product will be determined in accordance with the then-current Pyxis® product price catalog at the time the Parties enter into the TAP Order.

(d) Additional Documentation. At the time the TAP Order is executed, Customer will also execute the following:

1. Implementation Timeline. An Implementation Timeline requiring each Party to complete its Implementation Activities by a date to be mutually agreed to by the Parties ("Go Live Date").

2. Amended Support Schedule. If applicable, an Amendment to the Support Schedule, including the terms and conditions required for Services related to Successor C^{II}Safe Products.

(e) Support of the Current C^{II}Safe Products and Successor C^{II}Safe Products. The support obligations for the Current C^{II}Safe Products and Successor C^{II}Safe Products shall be set forth in the Dispensing Order and TAP Order, respectively, provided however, that if Customer does not elect to execute the TAP Order within the Option Period, then notwithstanding anything to the contrary in the Dispensing Order or Master Agreement, if any other software or database owned by a third party that is embedded into or used in connection with the Current C^{II}Safe Product ("Third Party Software") reaches an end-of-life status ("EOL Software"), (i) CareFusion reserves the right to pass through to Customer any additional costs (including, but not limited to, licensing and support related costs) imposed by the third-party vendor of the EOL Software; and (ii) CareFusion will use commercially reasonable efforts to keep Current C^{II}Safe Product Properly Performing in accordance with Section 4 (*Properly Performing*) of the Support Terms Schedule, but issues arising from the EOL Software shall be deemed an External Cause.

  (f) <u>Acceptance; Applicable Fees</u>.

    1. Customer will continue to pay the monthly Rental Fees and monthly Support Fees for the Current C^{II}Safe Products during the Option Period and up to the Term Begin Date set forth in the TAP Order.

    2. Customer will pay the fees set forth in the TAP Order in accordance with the Master Agreement in effect between the Parties at the time of the TAP Order.

BD

Customer Order Attachment
For Codonics® Safe Label System Warranty and Support Services

This Customer Order Attachment ("Attachment") applies to Customer Order Number(s) 1000157230 for the Codonics® Safe Label System and related services (each, a "Codonics Agreement") between CareFusion Solutions, LLC ("CareFusion") and San Mateo County General Hospital ("Customer"), each a "Party". Unless otherwise defined below, capitalized terms in this Attachment will have the same meaning ascribed to the term in the Master Agreement. This Attachment does not apply to any other Product under the Master Agreement or any other Customer Order.

The Codonics Agreement is hereby modified as follows:

1. **Codonics SLS Maintenance and Support.** Notwithstanding any other term or condition in the Codonics Agreement to the contrary, (i) any Codonics Safe Label System product set forth in the Product Schedule attached hereto (each, a "Codonics Product") will not be subject to the Support Terms Schedule of the Master Agreement in effect between the Parties; (ii) the Limited Warranty set forth in the Master Agreement will have no application to a Codonics Product; and (iii) warranty and support services for any Codonics Product will be provided by Codonics pursuant to the warranty and support information to be delivered by CareFusion with the Codonics Products. CareFusion will have no obligation to provide support services in relation to any Codonics Product.

Schedule
Third Party Software

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

(a) work around any technical limitations in Third Party Software;

(b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);

(c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;

(d) modify or create derivative works based upon Third Party Software;

(e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;

(f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;

(g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;

(h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, except as to any contractual or equitable indemnification of a third party claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount for Third Party Software in excess of two hundred fifty dollars ($250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases ("Databases") for Customer's personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer's examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.

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In the performance of one or more agreements between CareFusion and Customer related to the collection of data (each, a "Data-Related Agreement"), CareFusion might receive protected health information, as defined by 45 C.F.R. §160.103, from or on behalf of Customer (collectively, "PHI"). The purpose of this Schedule is to permit CareFusion and Customer to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E ("Privacy Rule"), the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and C ("Security Rule"), the HIPAA Omnibus Rule at 45 C.F.R. part 160 and 45 C.F.R. part 164 ("Omnibus Rule"), and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the "HITECH Act"); provided, however, that any standards or implementation specifications set forth under the Omnibus Rule shall not be in effect for purposes of this Schedule until September 23, 2013.

Definitions

Capitalized terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms in 45 C.F.R. §§160.103, 164.304, 164.402 and 164.501, unless otherwise indicated.

Schedule

1. Permitted Uses and Disclosures of PHI. CareFusion shall not use or further disclose PHI except: (a) as permitted or required by this Schedule; (b) as "Required By Law," as that phrase is defined in 45 C.F.R. §164.103; or (c) as otherwise expressly agreed to in writing by Customer; and (d) consistent with Customer's policies and procedures regarding the minimum necessary use and disclosure of PHI. Except as otherwise limited in this Schedule, CareFusion may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Customer pursuant to the Data-Related Agreements, provided that to the extent CareFusion carries out any of Customer's obligations under the Privacy Rule, CareFusion shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of its obligations.

2. Minimum Necessary. In conducting functions and/or activities under the Data-Related Agreements and this Schedule that involve the use and/or disclosure of PHI, CareFusion shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by Customer to accomplish the intended purpose of the use or disclosure.

3. Protection of PHI. CareFusion shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Schedule.

4. Reporting. CareFusion shall report to Customer any use or disclosure of PHI not provided for by this Schedule of which CareFusion becomes aware, including any Security Incident. CareFusion shall promptly report to Customer any Breach consistent with the HITECH Act.

5. Mitigation. CareFusion shall mitigate, to the extent practicable, any harmful effect that is known to CareFusion of a use or disclosure of PHI by CareFusion in violation of this Schedule.

6. Subcontractors and Agents. CareFusion agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, CareFusion on behalf of Customer agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA that apply through this Agreement to CareFusion with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)], including without limitation, compliance with both the HIPAA Privacy Rule and the HIPAA Security Rule, and protecting the security of electronic PHI.

7. Accounting to HHS. CareFusion shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services ("Secretary"), in a time and manner designated by Customer or the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule, the Security Rule and the HITECH Act.

8. Documentation of Disclosures. CareFusion shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

9. Accounting of Disclosures. If Customer receives a request from an individual pursuant to 45 C.F.R. §164.528 for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CareFusion, then CareFusion shall promptly provide Customer the information required to be included in an accounting pursuant to 45 C.F.R. §164.528(b)(2) for CareFusion's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. §164.528(a)(1).

10. Designated Record Set.   To the extent CareFusion maintains PHI in a "Designated Record Set," as that term is defined by 45 C.F.R. §164.501, CareFusion agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under 45 C.F.R. §165.524. If applicable, CareFusion agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Customer and in a reasonable time and manner.

11. De-identification of PHI.   CareFusion may de-identify PHI pursuant to 45 C.F.R. §164.514 and use the de-identified information for any lawful purpose. CareFusion's use and disclosure of such de-identified personal information will not be subject to the requirements set forth in this Schedule.

12. Data Aggregation.   If CareFusion provides data aggregation services to Customer, CareFusion may use PHI to provide Data Aggregation services to Customer as permitted by 45 C.F.R §164.504(e)(2)(i)(B).

13. Right to Terminate for Material Breach.   Customer may terminate this Schedule, and CareFusion's right and ability to continue to access PHI pursuant to a Data-Related Agreement, if CareFusion violates a material term of this Schedule. Customer may exercise such termination right by providing notice to CareFusion stating the basis for termination. Customer may choose to provide CareFusion with an opportunity to cure the breach.   If CareFusion does not cure the breach within a reasonable period, not to exceed thirty (30) days, then Customer may immediately terminate the applicable Data-Related Agreement which gave rise to the violation. If neither termination nor cure is feasible, Customer may report the violation to the Secretary. Termination of a Data-Related Agreement pursuant to this Section shall have no effect upon any right or obligation created by any other written agreement between CareFusion and Customer, except as otherwise provided herein.

14. Return or Destruction of PHI.   Upon termination of any Data-Related Agreement for any reason, CareFusion shall either return or destroy all PHI received from Customer, or created, maintained or transmitted on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CareFusion. CareFusion shall retain no copies of the PHI. If CareFusion determines that returning or destroying PHI is infeasible, then CareFusion shall explain to Customer the conditions that make return or destruction of the PHI infeasible. Upon mutual agreement that return or destruction of PHI is infeasible, CareFusion shall extend the protections of this Schedule to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CareFusion maintains the PHI.

15. Electronic PHI Safeguards.   To the extent CareFusion creates, receives, maintains or transmits electronic PHI ("e-PHI") on behalf of Customer, CareFusion shall comply with the Security Rule and shall:

(a) implement administrative, physical and technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of e-PHI, in accordance with the Security Rule; and

(b) ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits e-PHI on CareFusion's behalf will (i) implement reasonable and appropriate Safeguards to protect e-PHI; and (ii) comply with any applicable requirement of the Security Rule.

16. Conformance with Modification of HIPAA or Regulations.   If an amendment to or modification of HIPAA or its implementing regulations, including the Privacy Rule and the Security Rule, requires modification of this Schedule to permit Customer or CareFusion to remain in compliance with HIPAA and its implementing regulations or the HITECH Act during the term of this Schedule, then CareFusion and Customer shall enter into good faith negotiations to amend this Schedule to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Customer and CareFusion have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Customer and CareFusion to be and remain in compliance with all applicable laws and regulations.

17. Interpretation.   Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits Customer and CareFusion to comply with HIPAA, the Privacy Rule, the Security Rule and the HITECH Act.

18. No Third Party Beneficiaries.   No provision of this Schedule is intended to nor shall confer any right, remedy, obligation or liability upon any person or entity other than Customer and CareFusion and their respective permitted successors or assigns.

19. Term. The Term of this Schedule shall begin on the effective date of the first Data-Related Agreement entered into by the Parties and shall continue until terminated in accordance with Section 13 of this Schedule, or until the final Data-Related Agreement between the Parties has terminated and all PHI is destroyed or returned to Customer in accordance with Section 14.

20. Survival. The obligations of CareFusion pursuant to this Schedule shall survive the termination, cancellation or expiration of any Data-Related Agreement.

21. Primacy. To the extent that any provisions of this Schedule conflict with the provisions of any other agreement or understanding between CareFusion and Customer, this Schedule shall control with regard to the subject matter of this Schedule.

22. Independent Contractors. No provision of this Schedule is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between Customer and CareFusion other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Schedule. None of the parties nor any of their respective representatives shall be construed to be the agent, employer or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either CareFusion or Customer that CareFusion constitute an "agent" under such common law.

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The below terms apply to Customer's rental of Rental Equipment (defined below) pursuant to applicable Customer Orders between the Parties in accordance with **Section 1.2** of the Master Agreement.

1. Definitions. "Rental Equipment" means the integrated hardware and software Products that Customer is renting pursuant to a Customer Order.

2. Rental Term; Footprint Modification; Extended Term.

2.1 Rental Term. The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Customer Order. CareFusion (or its assignee) is the owner of Rental Equipment and Customer is only acquiring a right to possess and use Rental Equipment during the Rental Term, and no other right, title or interest. Title will not transfer to Customer at the end of the Rental Term. The initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Order, provided that, if there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date such Rental Equipment is Accepted.

2.2 Footprint Modification Option. Notwithstanding the foregoing, Customer will have the right and option to terminate the Rental Term for a subset of Rental Equipment under a Customer Order, as provided in this **Section 2.2**.

(a) As used herein, (i) "FMO Products" means Rental Equipment and Software (other than Third Party Products or Third Party Software) under a Customer Order representing up to twenty percent (20%) of the total Monthly Rental and Monthly Subscription Fees for all Rental Equipment and Software under such Customer Order as evaluated in each Contract Year; and (ii) "Contract Year" means the twelve (12) month period beginning on any anniversary of the Effective Date of the Master Agreement.

(b) Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year with at least ninety (90) days prior written notice to CareFusion. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Order, and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination shall be effective the first day of the month following the date CareFusion takes possession of the FMO Products. On the effective date of termination, the Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate.

(c) For the sake of clarity, the foregoing right and option will not apply to (i) any Products other than the FMO Products, (ii) any "sold-to" or "ship-to" entity other than the entity designated in the applicable Customer Order, (iii) any Third Party Product or Third Party Software listed in the Customer Order, and will not (iv) carry over to a subsequent Contract Year.

2.3 Extended Term. Unless a Party provides sixty (60) days' prior written notice of its intention not to extend the Rental Term, the Rental Term will continue on a month-to-month basis ("Extended Term") at the applicable Rental Fee stated in the then-current Pyxis™ products price catalog. Either Party may terminate the Extended Term upon thirty (30) days' prior written notice.

3. Rental Fees. Customer will pay the Monthly Rental Fee stated in the applicable Customer Order ("Monthly Rental Fee") for each unit of Rental Equipment on the first day of each month during the Rental Term, which obligation is unconditional and non-cancelable. Customer is not entitled to abate or reduce any Monthly Rental Fee for any reason. Customer will pay the Monthly Rental Fee when due regardless of any existing or future setoff or claim that Customer may assert. Additionally, Customer will not assert any setoff or counterclaim against a CareFusion assignee if such assignee commences an action to collect any amount due under the applicable Customer Order.

4. Risk of Loss. From the time Customer receives delivery of Rental Equipment until CareFusion accepts return delivery of Rental Equipment, Customer will: (i) be responsible for any loss of or damage to Rental Equipment from any cause other than normal wear and tear, except for any loss or damage caused by CareFusion's negligence; and (ii) obtain and maintain throughout the Rental Term All Risk Property Insurance in an amount equal to the full replacement value for Rental Equipment. Customer will notify CareFusion immediately of any such loss or damage, and will continue to pay Monthly Rental Fee; provided, however, that CareFusion will reasonably cooperate with Customer and Customer's insurer to promptly provide replacement Rental Equipment, subject to **Section 13** of the Support Terms Schedule.

5. Personal Property. All Rental Equipment is personal property for all purposes. Customer will not allow any Rental Equipment to become a fixture of real property. Customer will take appropriate action as necessary to prevent any third party from acquiring any interest in Rental Equipment or the applicable Customer Order. In addition to performing its obligations under the Taxes provision of the Master Agreement, Customer will reimburse CareFusion for any personal property tax imposed on CareFusion as the lessor.

6. Use, Maintenance and Repair of Rental Equipment. Customer will keep and use Rental Equipment only at the delivery address set forth in the Customer Order and will not move it without CareFusion's prior written consent. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and Software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.

7. Return of Rental Equipment. If Customer relinquishes possession of any Rental Equipment for any reason (including at the end of the Rental Term), then Customer will: (i) promptly remove all medications, data, and Customer property from such Rental Equipment without damaging such Rental Equipment; (ii) acknowledge receipt of any data device that CareFusion removes from Rental Equipment and tenders to Customer; and (iii) promptly and properly crate and ship Rental Equipment to CareFusion.

8. Assignment of Payment Obligations. Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in, or sell some or all of CareFusion's right to receive payments under a Customer Order without Customer's consent (an "Assignment"). Upon an Assignment: (i) Customer will not hold any CareFusion assignee liable for any CareFusion obligation under the applicable Customer Order; (ii) the rights of such assignee will not be subject to any claims, counterclaims, defenses or setoffs of any kind whatsoever; (iii) Customer will cooperate with and consent to an Assignment by executing and delivering documents and assurances that CareFusion or its assignee reasonably requests; (iv) Customer will, if requested, make payments due under the applicable Customer Order directly to such assignee; and (v) all of Customer's obligations will inure to the benefit of such assignee as well as to CareFusion, and may be enforced by such assignee in its own name or by CareFusion.

9. Termination by CareFusion for Cause. Notwithstanding the termination provisions of the Master Agreement, if Customer fails to: (i) pay any amount required by the applicable Customer Order within ten (10) days after CareFusion provides written notice to Customer stating that the payment is past due; or (ii) correct any other non-compliance with the applicable Customer Order within thirty (30) days after CareFusion provides written notice to Customer identifying such non-compliance, then CareFusion may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (a) cancel one or more Rental Term(s) and require Customer to make the applicable Rental Equipment available for repossession by CareFusion at a reasonably convenient location; and/or (b) recover liquidated damages an amount from Customer equal to the present value of the unpaid balance of all Monthly Rental Fees for each unexpired Rental Term under the applicable Customer Order (calculated using a discount rate of six percent (6%) per annum).

10. Conditional Security Agreement. If a Customer Order is determined not to constitute a true lease, then the Customer Order will be a security agreement with respect to Rental Equipment and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) will secure all obligations pursuant to the Customer Order.

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These terms apply to implementation services for BD Pyxis™ Equipment and BD Pyxis Software Products (collectively, "Pyxis Products") provided by CareFusion to Customer pursuant to applicable Customer Orders between the Parties.

1. Implementation Terms. These implementation terms (the "Implementation Terms"), together with the Implementation Timeline attached to a Customer Order, describe the process, tasks, responsibilities, completion criteria and deliverables for the Pyxis Products implementation project ("Project").

   a. **Overall Project.** The Project consists of the installation of the Pyxis Products at Customer's site(s).

   b. **Project Resources.** CareFusion and Customer agree to provide qualified resources throughout the duration of the Project.

2. Implementation Fees. Implementation Fees set forth in the applicable Customer Order, if any, will be invoiced within thirty (30) days from the Term Begin Date set forth in the applicable Implementation Timeline.

3. Implementation Activities. The Project will be completed in stages as set forth in each Implementation Timeline. If a Customer Order contains multiple product lines, then separate Implementation Timelines may be included for each product line, as necessary. CareFusion and Customer will complete any applicable technical, infrastructure, and workflow assessment ("Implementation Assessment") at Customer's site(s), providing the basis for the implementation activities set forth herein and in each Implementation Timeline ("Implementation Activities"). CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).

4. Medication Handling. CareFusion employees and agents ("CareFusion Personnel") shall not handle Customer's medications. Customer must be physically present and capable of observing CareFusion Personnel during any implementation activity in which CareFusion Personnel have access to Customer's medications. If Customer fails to do so, then CareFusion may re-schedule that activity and, upon invoice, Customer will reimburse CareFusion for expenses related to re-scheduling that activity.

5. Term Begin Date. The "Term Begin Date" is set forth in the Implementation Timeline, provided that if no Term Begin Date is set forth in an Implementation Timeline or if there is no Implementation Timeline, then the "Term Begin Date" shall be the first date of the month following the Acceptance of the Product. If the Customer Order is for the rental of Pyxis Products, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Customer Order is for the purchase of Pyxis Products, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted (as such term is defined in **Section 1.5** (*Acceptance*) of the General Terms and Conditions of the Master Agreement) until after the Term Begin Date, then the Term Begin Date shall be the first day of the month following the date the Pyxis Product is Accepted. The applicable Completion Dates for the Pyxis Products under a Customer Order shall not exceed six (6) months from the Term Begin Date. Notwithstanding the foregoing, if a Pyxis Product is not Accepted by the Term Begin Date for any reason that, in CareFusion's reasonable discretion, is not the sole fault of CareFusion (each, a "Delayed Product"), then Customer is nonetheless obligated to pay the applicable rental or purchase fee(s) on the Term Begin Date; provided, however, that if a Delayed Product has not been delivered or installed, then Customer may exchange the Delayed Product for an alternate BD Pyxis™ product ("Alternate Product") of equal or greater value as determined under the then-current BD Pyxis™ product price catalog, subject to the following: (a) if the rental or purchase fee(s) applicable to the Alternate Product is greater than the fee(s) for the Delayed Product, then Customer will pay the difference in such fees in accordance with the terms of the applicable Customer Order; (b) Customer will pay any applicable transaction fees, including, without limitation, CareFusion's costs of manufacturing, shipping and freight; and (c) if the Delayed Product has not been delivered to Customer, CareFusion may, at its sole option, cancel the Customer Order for that Pyxis Product.

If previously-installed BD Pyxis™ products are being upgraded or subject to new terms and conditions, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date, unless otherwise agreed to in writing by the Parties.

6. Conditions. The Completion Dates set forth in an Implementation Timeline are contingent upon CareFusion's timely receipt of all properly executed contract documents from Customer prior to the applicable Completion Date and the provision of adequate Customer resources as outlined herein. If Customer fails to provide access or otherwise prevents CareFusion from conducting an Implementation Activity, then (i) CareFusion may adjust affected deadlines and re-schedule the activity, and (ii) Customer shall reimburse CareFusion for any administrative costs related to actual expenses incurred due to re-scheduling, that could not have been mitigated by CareFusion, provided that, CareFusion shall first submit documentation of such expenses to Customer for review and approval.

These terms apply to support services ("Support") for BD Pyxis™ Equipment and Integral Software (as such term is defined below) (collectively, "Pyxis Products") provided by CareFusion to Customer pursuant to the applicable Customer Order between the Parties in accordance with **Section 1.2** of the Master Agreement. This Schedule does not apply to Software that is licensed separately by CareFusion under a Customer Order; provided, however, that if Software is commercially released or bundled by CareFusion as an integral part of the Pyxis Products under a Customer Order ("Integral Software"), then the terms of this Schedule will apply to the Integral Software.

1. Support Term. The "Support Term" for a Pyxis Product consists of the number of months stated in the applicable Customer Order, starting from the Term Begin Date stated in the applicable Implementation Timeline. If there is no Term Begin Date in an Implementation Timeline, then the initial Support Term will begin on the first day of the month after the Pyxis Product is Accepted. Unless a Party provides at least sixty (60) days' prior written notice of its intention not to extend the Support Term, the initial Support Term will continue on a month-to-month basis ("Extended Term") and the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current BD Pyxis™ product price catalog, less any applicable discounts. Either Party may terminate the Extended Term upon no less than thirty (30) days' prior written notice.

2. Payment of Monthly Support Fees. Customer will pay the Net Monthly Support Fee stated in the Customer Order ("Monthly Support Fee") on the first day of each month during the Support Term. CareFusion may increase the Monthly Support Fee once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent, provided the increase will be effective (i) upon at least ninety (90) days' written notice to Customer and (ii) as of the anniversary date of the initial Support Term.

3. Terms Applicable to Product Support. The Customer Order identifies the Support Program (e.g., Standard, Advanced, or Elite) and product type (e.g., BD Pyxis™ Equipment or Integral Software). Customer's and CareFusion's responsibilities for Support of the Pyxis Products will vary according to the Support Program set forth below.

4. Properly Performing. During the Support Term, CareFusion and Customer, as applicable, will provide Support necessary to keep the Pyxis Products and CareFusion's side of any applicable interfaces ("Interfaces") performing in accordance with the material specifications of the applicable User Guide ("Properly Performing"). If CareFusion determines that a Pyxis Product cannot be made Properly Performing through repair services, then CareFusion will replace portions of the Pyxis Equipment or restore the functionality of the Integral Software, as needed. During any Extended Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing, but will have no obligation to replace Equipment or Integral Software.

5. Remote Support Services. CareFusion will provide remote support services ("RSS") on a 24/7/365 basis through CareFusion's Technical Support Center ("TSC"). To permit access to the Pyxis Product via RSS, Customer will provide high-speed Internet access and firewall modifications to enable connectivity, if applicable. If Customer's system, connectivity, or personnel prevent CareFusion from performing RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime (as defined below) applicable to that Pyxis Product will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services. Customer will permit CareFusion to install and maintain at Customer's site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where RSS is not practical and direct access to equipment is required, Customer will allow CareFusion such access.

6. Interface Modification. If CareFusion modifies an Interface between a Pyxis Product and Customer's information system as part of Support, then Customer will test the modified Interface within seventy-two (72) hours. Customer's sole remedy related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality.

7. Replacement Parts. CareFusion will adjust and replace non-consumable parts in Pyxis Equipment, including Pyxis CUBIE® Pockets, which are not Properly Performing for any reason other than an External Cause (as defined below). CareFusion will furnish replacement parts on an exchange basis.

8. Preventative Maintenance. CareFusion will perform onsite preventative maintenance of Pyxis Equipment in accordance with CareFusion's then-current preventive maintenance schedule.

9. Procedure to Obtain CareFusion Support. Customer will promptly contact TSC by phone or through CareFusion's on line support services portal if a Pyxis Product is not Properly Performing and Customer has attempted repair in accordance with applicable Customer Obligations as set forth below. TSC will work with Customer to perform initial troubleshooting. If the problem cannot be resolved in a timely manner through telephone and RSS, then Customer will allow CareFusion's field service representative to perform onsite service. Within 72 hours of completion of any onsite service, Customer will test the connections between the Pyxis Product and Customer's information system.

10. Standard Support Plan. If Customer elects CareFusion's Standard Support Plan, then the following terms will apply and the terms set forth under the Advanced Support Plan and Elite Support Plan will not apply.

10.1 Customer Obligations. Customer will be responsible for support of the following activities:

(a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

(b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.

(c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

(d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.

(e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Pyxis Product(s) as set forth in the hardware requirements.

(f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.

(g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

(h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, (ii) basic hardware issue resolution, including drawer "jams" due to overfilling, cleaning of biometric identification devices, network cabling issues, and general equipment cleaning, and (iii) customer-specific network connectivity and configuration.

(i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis Products that operate on the Pyxis ES technology platform ("Pyxis ES Products").

10.2 CareFusion Obligations. CareFusion will be responsible for the following Support activities:

(a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities not covered under **Section 10.1**, Customer Obligations, including but not limited to, (i) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement; (ii) server application, (iii) defects in Pyxis Products (iv) station database and operating system services, (v) support for server hardware acquired from CareFusion, and (vi) Interfaces.

(b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in **Section 10.1** above (e.g., all stations, servers that are not maintained by Customer).

(c) **Customer Training.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under **Section 10.1** above, Customer Obligations item (h) Maintenance.

11. Advanced Support Plan. If Customer elects the Advanced Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Elite Support Plan will not apply.

11.1 Customer Obligations. Customer will be responsible for Support of the following activities:

(a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

(b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.

(c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

(d) **Training Logistics.** CareFusion will inform Customer of training logistic requirements and Customer will provide appropriate resources, space and access to applicable system or equipment at the installation site to support training activities provided by CareFusion to Customer representatives.

(e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is not housed locally in the CareFusion-provided VM container, then Customer will facilitate services for (i) database backup and recovery activities (to the extent that Customer has met its obligations defined in **Section 11.1 (g)**), (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL) instance. If the applicable relational database server instance is housed locally in the CareFusion-provided VM container then CareFusion shall have these obligations as set forth in **Section 11.2 (e)**.

(f) **Active Directory.** For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.

(g) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and Integral Software and in accordance with guidelines provided by CareFusion.

(h) **Maintenance.** Customer will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general system settings and user log-in practices, and (ii) customer-specific network connectivity and configuration.

(i) **Software Patching.** Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis ES Products.

11.2 **CareFusion Obligations.** CareFusion will be responsible for the following Support activities:

(a) **Maintenance.** CareFusion will provide 24/7/365 support for all Pyxis Products maintenance activities including but not limited to (i) basic product feature support, (ii) basic hardware issue resolution, including drawer jams, cleaning of biometric identification devices, and network cabling issues, (iii) all Pyxis Equipment break/fix activities that require a trained service technician for triage, troubleshooting and service part replacement;, (iv) defects in Pyxis Products, (vi) station database and operating system services, (vii) support for server hardware acquired from CareFusion, and (viii) Interfaces.

(b) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of Customer as set forth in **Section 11.1** above (e.g., all stations, servers that are not maintained by Customer).

(c) **Equipment Relocation.** Upon thirty (30) days' written notice from Customer, CareFusion will relocate Pyxis Equipment to another Customer facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by Customer and CareFusion.

(d) **Standard Interfaces.** CareFusion will provide scheduled Interface changes, upgrades, and conversions to standard ADT and billing Interfaces for pharmacy and materials management, as well as profile Interfaces for pharmacies where the Pyxis Profile system is in place and replenishment interfaces outbound only for materials management ("Interface Changes"), subject to the following conditions: (i) Interface Changes consist only of adding features and/or functionality to the standard Interfaces; (ii) CareFusion will implement such Interface Changes either remotely or on-site, in its sole discretion, (iii) host conversion Interface Changes will be provided

at no additional charge during the Support Term, and (iv) Interface Change conversion assistance to accommodate migrations to new host environments will be provided at no charge during the Support Term; additional interface conversion assistance can be provided as requested by Customer at then-current prices, 24/7 with the exception of federal holidays recognized by CareFusion, less applicable discounts.

Host conversion and Interface modification assistance is provided Monday through Sunday, 24 hours a day as requested by customer with the exception of holidays recognized by CareFusion. Assistance during recognized holidays is available at CareFusion's established Time and Material rates.

(e) **Virtual Machine (VM) Deployments.** For Integral Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is housed locally in the CareFusion-provided VM container, then CareFusion will provide services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL). If the applicable relational database server instance is not housed locally in the CareFusion-provided VM container then Customer shall have these obligations as set forth in **Section 11.1 (e)**.

(f) **Customer Training.** CareFusion will provide training one time to a mutually agreed-upon number of designated Customer personnel to perform the activities set forth under **Section 11.1**, Customer Obligations item (h) Maintenance.

12. **Elite Support Plan.** If Customer elects CareFusion's Elite Support Plan, then the following terms will apply and the terms set forth under the Standard Support Plan and Advanced Support Plan will not apply except as set forth herein.

12.1 **Customer Obligations.** Customer will be responsible for Support of the following activities:

(a) **Server Support.** Customer will provide services for (i) Customer's side of station and server network connectivity, (ii) customer-provided server hardware, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

(b) **System Requirements.** Customer will provide (i) station and server environment, e.g., power and plugs, etc., (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.

(c) **Peripherals.** Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

(d) **Data Backup.** Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

12.2 **CareFusion Obligations.** CareFusion will be responsible for the following Support activities:

(a) **Advanced Support Activities.** CareFusion will provide the Support activities set forth in **Section 11.2** Advanced Support Plan, CareFusion Obligations, items (a) through (f).

(b) **Customized Performance Reporting.** CareFusion will provide a quarterly report of Customer's service call activity, TSC cases and performance related to applicable response time or Uptime guarantees within fifteen (15) business days after each calendar quarter during the Support Term.

(c) **Station Performance Diagnostics.** CareFusion will provide annual Station Performance Diagnostics services for each Pyxis Equipment device to analyze and, where possible, improve device performance.

(d) **Direct Access to TSC Manager Representative.** CareFusion will designate a TSC manager who will be available during CareFusion's business hours to respond to Customer's questions or concerns regarding the overall quality of TSC support.

(e) **Direct Access to Local Service Manager.** CareFusion will designate a local CareFusion Support Service manager who will be available during business hours to discuss Customer's satisfaction with the Support Services and respond to any suggestions Customer may have for improvement.

(f) **Software Patching.** CareFusion will schedule and deploy CareFusion-approved software patches to stations (e.g., operating system, anti-virus, and product patches). At Customer's request CareFusion will deploy applicable CareFusion product software patches to Customer-owned servers, pending Customer's and CareFusion's review of patch requirements and related system configurations.

(g) **Station Performance Diagnostics.** For Pyxis ES Products, CareFusion will provide annual Station Performance Diagnostics services for each Pyxis ES Product to analyze and, where possible, improve device performance.

(h) **Proactive Monitoring.** For Pyxis ES Products, CareFusion will provide continuous 24/7/365 monitoring of Pyxis ES Product performance via Remote Support Services and will proactively notify identified Customer representatives of specific alarms and events that CareFusion has acted upon either to prevent a reactive service condition or to correct a reactive condition that may have occurred.

13. Exclusions and Limitations.

13.1 External Causes. CareFusion is not obligated to perform Support for any part of a Pyxis Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined under **Sections 10.1**, **11.1** or **12.1** above ("Customer Obligations"); or (v) Customer prevents or refuses installation of an Update or Upgrade which Customer has purchased or is otherwise entitled to receive (collectively, "External Causes"). If Customer requests that CareFusion attempt to correct a problem with a Pyxis Product attributable to an External Cause, then CareFusion will perform repair services on a time and materials basis at CareFusion's then-current rates and prices.

13.2 Customer Equipment. CareFusion will not be obligated to provide Support for products that are not Pyxis Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Pyxis Products.

13.3 Consumables. Support does not include the replacement or installation of consumables, including but not limited to batteries, paper and toner.

13.4 Limitation on Support and Maintenance Activities. Notwithstanding any other provision to the contrary set forth herein, CareFusion shall provide Support and maintenance for the Pyxis Products only with respect to the two (2) most recent Upgrades of the Software.

13.5 Additional Services. Any service not specifically identified herein as a component of the Support Plan elected by Customer under the Customer Order may be provided by CareFusion under separate agreement between the Parties at then-current Time and Materials rates for that service ("Additional Services Agreement").

14. Additional Support Terms.

14.1 Guaranteed Response Time. CareFusion guarantees that a field service representative will arrive at the location of the Pyxis Product within the timeframe set forth in the table below, calculated from the time of dispatch from TSC ("Guaranteed Response Time"). If CareFusion is solely responsible for failing to meet the Guaranteed Response Time, then as Customer's sole and exclusive remedy, CareFusion will apply the credit set forth below, provided that Customer gives written notice to CareFusion within the time period specified below. This subsection does not apply to Support cases for Integral Software only.

Support Type	Guaranteed Response Time	Written Notice to be given by Customer to CareFusion	Guaranteed Response Time Credit
Standard Plan	Within 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the Monthly Support Fee for the affected Pyxis Product(s)
Advanced Plan	Within timeframe set forth in applicable Customer Order, either 8 or 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	20% of the Monthly Support Fee for the affected Pyxis Product(s)
Elite Plan	Within four hours on 95% of onsite service dispatches that calendar month	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the total Monthly Support Fee for all Pyxis Products

14.2 **Uptime Guarantee.** CareFusion guarantees that a Pyxis Product that is RSS-enabled ("RSS-Enabled Product") will be Properly Performing ("Up") no less than the percentage set forth in the table below of the total number of hours during each calendar month of the Support Term ("Uptime Guarantee"). CareFusion will determine if an RSS-Enabled Product is not Up beginning on the date and time that CareFusion identifies such product as not in service for reasons other than: (i) performance of scheduled preventative maintenance; (ii) delays caused by Customer; (iii) External Cause; or (iv) any period that Customer or Customer's information system does not permit CareFusion to provide Support for such Pyxis Product.

Uptime will be calculated as follows:

Uptime = ((Total # of devices at a site * 24 hrs per day * # days in month)-(Total # of Service Case Hours in the month for that site))/ (Total # of devices at a site * 24 hrs per day * # days in month). "Service Case Hours" means the total number of hours required to resolve a reported issue for a Pyxis Product, from the time a case is opened by the TSC until it is closed.

If CareFusion is responsible for not meeting the Uptime Guarantee, then, as Customer's sole and exclusive remedy, CareFusion will apply the credit set forth in the table below (if any) to the Total Monthly Support Fee(s) for all RSS-Enabled Pyxis Product(s) subject to the Uptime Guarantee provided that: (i) Customer gives written notice to CareFusion within the timeframe specified below; and (ii) CareFusion verifies Customer's claim. Any credit will be applied in the month following the end of the next business quarter.

Support Type	Uptime Guarantee	Written Notice to be given by Customer to CareFusion	Uptime Guarantee Credit
Standard Plan	None	N/A	N/A
Advanced Plan	97%	Within 30 days of the end of any calendar quarter	5%
Elite Plan	97%	Within 30 days of the end of any calendar quarter	10%

14.3 **Updates.** "Update" means a bug fix, patch, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Integral Software. During the Support Term, if CareFusion generally releases an Update to the Integral Software, then CareFusion will install the Update via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer's information system.

14.4 **Upgrades.** "Upgrade" means a major enhancement, new feature or other improvement to the Integral Software, but does not include any hardware, Third Party Software, or any other Integral Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Integral Software, then CareFusion will install the Upgrade via RSS or by other means chosen by CareFusion and will deliver notice to Customer of the Upgrade. Customer will promptly test the connections between the Pyxis Product and Customer's information system.

15. **Onsite Support.** Customer may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If Customer fails to provide such notice or otherwise prevents CareFusion from performing scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime calculation will not include the Service Case Hours associated with that service call. CareFusion employees and agents ("CareFusion Personnel") shall not handle Customer's medications. Customer must be present and capable of monitoring CareFusion Personnel during any activity involving Pyxis Products in which medications are present. If Customer fails to do so, then Customer will reimburse CareFusion for any expenses related to re-scheduling such activity.

16. **Termination for Cause by CareFusion.** Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for Pyxis Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within ten days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

These terms apply to any product listed on a Customer Order that is: (i) BD Pyxis Pharmogistics™ inventory management software, carousel or equipment; (ii) BD Pyxis PharmoPack™ medication packaging and barcoding technology, or (iii) a BD Pyxis PharmoCode™ barcode labeling system (collectively, "Pharmogistics Products") provided by CareFusion to Customer pursuant to applicable Customer Orders between the Parties. This Schedule does not apply to any other Product. The Pyxis™ Products Support Terms Schedule does not apply to Pharmogistics Products.

1.   Installation.

1.1   Action Plan. CareFusion will provide to Customer in writing all site preparation requirements, including physical, electrical and environmental requirements ("Site Requirements"). Taking the Site Requirements into account, Customer and CareFusion will agree in writing on an appropriate site for the proper installation of each item of Pharmogistics Product ("Installation Site").

1.2   Site Preparation. Customer will make any required modifications or improvements to the Installation Site, including, without limitation, removing doors or constructing walls. Customer will provide a receptacle for disposal of packaging material and any other debris. CareFusion will not be required to install any Pharmogistics Product until (i) each Installation Site fully complies with all Site Requirements, and (ii) Customer has obtained any required permits or authorizations ("Permits"). Upon request, Customer will provide written evidence that all Permits have been obtained. Customer is solely responsible for compliance with any applicable building codes.

1.3   Implementation Timeline. Customer and CareFusion will perform their respective implementation activities pursuant to the applicable Implementation Timeline, to be executed by the Parties with the Customer Order and attached thereto as a Customer Order Attachment ("Implementation Timeline"). Customer will timely perform its implementation activities (including, without limitation, delivery of medication lists) and will not delay CareFusion's performance of implementation activities. If Customer causes material delay, the Pharmogistics Products will be stored at Customer's expense until implementation activities can resume.

1.4   Implementation Fees. CareFusion will invoice Customer for the installation fees for each Pharmogistics Product as stated in the Customer Order ("Implementation Fees") within thirty (30) days from the Term Begin Date stated in the applicable Implementation Timeline.

1.5   Non-Cancellable Order. Customer understands and agrees that Pharmogistics Products are custom made and a Customer Order for a Pharmogistics Product is non-cancelable as of the Effective Date of the Customer Order. If Customer does not complete the installation of a Pharmogistics Product in accordance with the Pharmogistics Implementation Timeline or by an alternative mutually agreed upon date ("Order Default"), then, in addition to and without prejudice to any other remedy available at law or equity, (a) Customer shall be obligated to pay the unpaid balance of all Monthly Rental Fees in accordance with **Section 9** of the Equipment Rental Terms Schedule or, if a purchase transaction, the Net Purchase Price set forth in the Customer Order in accordance with the terms of the Pharmogistics Implementation Timeline; and (b) CareFusion will retain the Implementation Fees as damages for the Canceled Order.

1.6   Interfaces. CareFusion will develop its side of the interfaces between the Pharmogistics Software and (i) Customer's BD Pyxis MedStation™ system, and (ii) Customer's pharmacy information system (collectively, "Pharmogistics Interfaces"). CareFusion will prepare file set-up for Customer's wholesaler system to enable re-ordering. Customer will develop any required interface between the Pharmogistics Products and Customer's computer systems, and will ensure that ADU and PhIS vendors cooperate with CareFusion and timely deliver their side of the HL-7 interfaces. CareFusion will interface with BD Pyxis PharmoPack™ packagers, but not with Customer's existing High Speed Packaging systems. CareFusion will use commercially reasonable efforts to work with Customer's other vendors to ensure Pharmogistics Interfaces perform in accordance with the Master Agreement. If non-standard interfaces are required in relation to the Pharmogistics Interfaces, then CareFusion will determine whether it can develop such interfaces at its then-current pricing, and the Parties will agree on the provision of such interfaces in writing during the implementation activities. CareFusion is not responsible for integration or interfaces other than CareFusion's side of the interfaces, including, without limitation, another vendor's software or interfaces, unless agreed to in a writing signed by both Parties.

1.7   Calibration.

(a) Within thirty (30) days of the "Planning Activity Completion Date" set forth in the Pharmogistics Implementation Timeline, Customer will provide to CareFusion a written or electronic list of all medical drugs and/or nutriceuticals to be packaged using the Pharmogistics Products (the "Pharmaceutical List").

(b) There is no charge for the initial calibration of the Pharmogistics Products prior to completion of the implementation activities for up to a maximum of the number of canisters held in the Pharmogistics Products, including any request to revise the Pharmaceutical List and re-calibrate a canister made within thirty (30) days of the Pharmaceutical List Date. If, at any time after thirty (30) days from the Pharmaceutical List Date, Customer wishes to revise the Pharmaceutical List and re-calibrate a canister in a Pharmogistics Product to include a new medical drug or nutriceutical, then Customer will (i) deliver

to CareFusion a revised Pharmaceutical List, clearly indicating the requested change(s), (ii) pay CareFusion a re-calibration fee of one hundred thirty-two dollars ($132) per canister plus any applicable shipping and handling charges and (iii) return the canister being re-calibrated. If Customer splits its canister order by providing CareFusion thirty (30) days' notice of its split calibration order before the Pharmaceutical List Date, then Customer may have the remaining canisters calibrated within twelve (12) months from the date of Acceptance of the Pharmogistics Product ("Calibration Period"). Customer will pay for any shipping charges to and from CareFusion's calibration center for the remaining canisters to be calibrated. After the Calibration Period, Customer will pay a fee of one hundred thirty-two dollars ($132) per canister plus any applicable shipping and handling charges. Calibration and re-calibration fees are subject to change to CareFusion's then-current rates, provided that any fee increase will not occur more than once per year.

1.8 Customer Assistance. Customer will promptly provide any assistance reasonably requested by CareFusion in connection with CareFusion's performance of its obligations, including without limitation, pre-implementation, installation, support or removal of Pharmogistics Products.

1.9 Training.

(a) Trained Personnel. CareFusion will provide two four (4) hour onsite training sessions held on a single day per Installation Site ("Customer Trained Personnel"). Customer may designate up to eight (8) pharmacists and/or support technicians for training at each Installation Site. Such training will be provided at a mutually-agreed time to be confirmed in writing and completed no later than thirty (30) days before the Term Begin Date ("Training Date"). Within thirty (30) days of the scheduled Training Date, Customer will provide to CareFusion: (i) the names and contact information for each of its Customer Trained Personnel; (ii) the Installation Site name and address; (iii) the total number of Pharmogistics Products to be installed at the Installation Site; and (d) confirmation of the dates and locations for training activities.

(b) Additional Training. Any additional training will be provided by CareFusion at its then-current rates plus reasonable out-of-pocket expenses at such time and place as the Parties mutually agree.

2. Support.

2.1 Support Term. The "Support Term" for a Pharmogistics Product consists of any period of time that CareFusion agrees to support the Pharmogistics Product for Customer pursuant to the applicable Customer Order. The period of the initial Support Term for each Pharmogistics Product will be the number of months stated in the Customer Order for that Pharmogistics Product. The initial Support Term for each Pharmogistics Product will commence on the Term Begin Date stated in the Implementation Timeline applicable to that Pharmogistics Product. If there is no Implementation Timeline or if there is no Term Begin Date stated in the Implementation Timeline, then the Term Begin Date for the Support Term will be the first day of the next month following the date that such Pharmogistics Product is Accepted. Unless a Party provides at least sixty (60) days' notice of its intention not to renew the initial Support Term, the initial Support Term will continue on a month-to-month basis ("Extended Term") and the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current Pyxis™ products price catalog, less any applicable discounts. Either Party may terminate this continued Support Term effective upon thirty (30) days' prior written notice.

2.2 Payment of Monthly Support Fees. Customer will pay the Net Monthly Support Fee stated in the Customer Order ("Monthly Support Fee") on the first day of each month during the Support Term. CareFusion may increase the Monthly Support Fee annually by no more than the then-current Consumer Price Index for medical care plus two (2) percent, effective as of the anniversary date of the beginning of the initial Support Term.

2.3 Basic Services. CareFusion will provide the following basic support services (collectively, "Services") to Customer for each Pharmogistics Product during the Support Term.

(a) Properly Performing; Repairs and Replacement Parts. During the Support Term, CareFusion and Customer, as applicable, will provide Services necessary to keep the Pharmogistics Products performing substantially in accordance with the specifications of the applicable User Guide ("Properly Performing"). If CareFusion determines that a Pharmogistics Product cannot be made Properly Performing through repair services, then CareFusion will replace portions of the Pharmogistics Products or restore the functionality of the Pharmogistics Software on an exchange basis, as needed. All parts furnished by CareFusion will become components of the Pharmogistics Products. During any Extended Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pharmogistics Product which is not Properly Performing, but will have no obligation to replace the Pharmogistics Product.

(b) Remote Support Services. CareFusion will provide remote support services ("RSS") 24 hours a day, 365 days a year through CareFusion's Technical Support Center ("TSC"). To permit RSS, Customer will provide continuously-connected high-speed Internet access via Secure Socket Layer (Port 443). If Customer's system, connectivity, or

personnel prevent CareFusion from performing RSS on a Pharmogistics Product, then Customer will pay CareFusion on a time and materials basis for any onsite services. Customer will permit CareFusion to install and maintain at Customer's site the infrastructure necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS.

(c) <u>Support Procedure</u>**.** Customer Trained Personnel will be responsible for determining whether the Pharmogistics Products require any repair or maintenance services. CareFusion will provide Customer with knowledge management tools at no additional cost to determine if the reported issue is a known problem or has a known resolution. If Customer Trained Personnel determine that Pharmogistics Product Services by CareFusion are required, such personnel will call 1-877-PHARM-44 (877-742-7644) to report trouble with the Pharmogistics Products. Customer Trained Personnel will provide the following information: (i) detailed description of problem; (ii) trouble-shooting that has been performed by Customer Trained Personnel, and (iii) contact information of Customer Trained Personnel reporting the problem.

(d) <u>Consumables</u>**.** Services do not include the acquisition, replacement or installation of consumables, including without limitation, batteries, paper, toner, printer ribbon and labels.

(e) <u>Preventative Maintenance</u>**.** At Customer's request, CareFusion will perform on-site preventative maintenance of Pharmogistics Products in accordance with CareFusion's internal preventive maintenance schedule (as modified from time to time) for each Pharmogistics Product.

(f) <u>Software Updates and Upgrades</u>**.** If CareFusion generally releases an Update or Upgrade to the Pharmogistics Software, then CareFusion will install the Update or Upgrade, deliver notice to Customer of the Update or Upgrade, and Customer will promptly perform an audit of the proper communication of transactions between the Pharmogistics Product and Customer's information system. An "<u>Update</u>" will include bug fixes, patches, error corrections, virus updates, minor enhancements or modifications to existing features to maintain the security or operation of the Pharmogistics Software. An "<u>Upgrade</u>" will include new applications, functionality enhancements or other improvements to the Pharmogistics Software; provided however, that an Upgrade will not include any hardware, third party software, or any software that CareFusion generally licenses as a separate product from the Pharmogistics Software.

2.4 Exclusions. CareFusion has no obligation to provide any Services for Pharmogistics Products due to errors, malfunctions or defects arising from: (i) abuse, neglect or misuse; (ii) use of unauthorized parts or failure to maintain the Pharmogistics Products in accordance with CareFusion's written instructions; (iii) installation, relocation or re-installation of the Pharmogistics Products or Pharmogistics Software by anyone other than CareFusion; (iv) unauthorized modifications, enhancements or additions made by anyone other than CareFusion; (v) causes other than ordinary use under normal conditions, including without limitation, accident, fire or water damage, air conditioning failure or humidity control failure; (vi) failure by Customer to maintain the Site Requirements; or (vii) use of the Pharmogistics Products or Pharmogistics Software with any equipment, accessories, components, consumables or software not provided by CareFusion specifically for use with such Pharmogistics Products or Pharmogistics Software (unless previously approved in writing by CareFusion). Any services provided by CareFusion with respect to any of the foregoing exclusions or for any other cause that is not attributable to CareFusion will be billed to Customer at CareFusion's then-current rates.

3. Warranty. Notwithstanding anything to the contrary in the Master Agreement, the following provisions apply to the Pharmogistics Products:

3.1 Limited Warranty. CareFusion warrants to Customer that: (i) the Pharmogistics Products, as originally delivered by CareFusion and in normal service and under normal conditions, will be free from defects in material and workmanship and will conform with the specifications set forth in the applicable User Guide for a period of ninety (90) days from Acceptance (the "<u>Equipment Warranty</u>"); (ii) the Pharmogistics Software, as originally delivered by CareFusion, will conform with the specifications of the applicable User Guide during a period of ninety (90) days period from Acceptance; (iii) Pharmogistics Software will be free of material defects; (iv) the Pharmogistics Software is compatible with hardware provided by CareFusion and with Customer's environment so long as Customer's environment complies with the Site Requirements; (v) that the Pharmogistics Software will not include any disablers, time-bombs, including encrypted software keys, Trojan horses and any other such virus or other instructions of any kind designed to terminate or disrupt the operation of the Pharmogistics Software (the "<u>Software Warranty</u>"); and (vi) all repairs made to the Pharmogistics Products will be free from defects in material and workmanship for a period of ninety (90) days after completion (the "<u>Service Warranty</u>," and collectively with the Equipment Warranty and Software Warranty, the "<u>Pharmogistics Warranties</u>").

3.2 **Remedies.** CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for breach of the Equipment Warranty are for CareFusion to promptly repair or replace (at its option), free of charge, the defective part(s) of the applicable Pharmogistics Product. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for non-conformance with the Software Warranty, are for CareFusion to promptly use reasonable efforts to correct or provide workarounds pre-approved in writing by Customer or re-install the non-conforming Pharmogistics Software, free of charge, provided that Customer has given to CareFusion sufficient details to enable CareFusion to recreate or simulate the non-conformance. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, under the Service Warranty are for CareFusion to promptly re-perform, at CareFusion's expense, the Services.

3.3 **Warranty Conditions.** Any claim by Customer under any of the Pharmogistics Warranties will be made promptly to CareFusion in writing prior to the expiration of the applicable Pharmogistics Warranty period set forth above. Failure by Customer to notify CareFusion prior to the end of such applicable Pharmogistics Warranty period will result in the loss by Customer of any and all benefits associated with the applicable Pharmogistics Warranty. The Pharmogistics Warranties are made to and for the benefit of Customer only. The applicable Pharmogistics Warranty period will not be extended for any reason whatsoever, including the suspension of the use of any Pharmogistics Product(s) because of repair, examination or any other reason, unless directly caused by CareFusion.

3.4 **Warranty Exclusions. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES REGARDING THE PHARMOGISTICS PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERORMANCE.**

4. General.

4.1 **Change in System Settings.** CareFusion will notify Customer in advance of any changes to system settings to be made by CareFusion personnel, except in emergency situations, in which case CareFusion will notify Customer in writing via email within two (2) business days of such changes.

4.2 **Relocation of Pharmogistics Products.** Upon request, CareFusion will relocate and re-install a Pharmogistics Product at CareFusion's then-current rates provided that the new installation site meets the applicable Site Requirements and Customer has obtained any Permits. Customer will be solely responsible for, and CareFusion will have no liability or obligation with respect to, restoring the original Installation Site and the premises after the removal of any Pharmogistics Products.

4.3 **Subcontractors.** CareFusion may, in its sole discretion, engage one or more subcontractors to perform any of its duties, including without limitation, implementation activities, training and support, provided that CareFusion will remain responsible for any such subcontractor's performance.

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These terms apply to BD HealthSight™ Products (collectively, "HealthSight Products") provided by CareFusion to Customer pursuant to applicable Customer Orders between the Parties. This Schedule does not apply to any other Product or Services.

1. **Products.**

    1.1 Applications; Professional Services. The Products consist of hosted Software applications, and may also include professional services. The specific Products to be provided to Customer are identified in the Customer Order(s). The hosted Software applications provide tools for analyzing Data and other information relating to procurement, storage, transfer and administration of medications. Professional services are intended to assist Customer in its use of such information and the outputs of the hosted Software applications to improve its medication management systems and processes.

    1.2 Enhancements. From time to time, CareFusion may enhance, modify, discontinue, or provide new Product features or functions. Some enhancements, modifications and new features or functions may require use of additional Data or other information, including Data and other information from Customer's third-party medical and health information technologies. Additional Hardware, Software or Services may be required for the Products to access such Data or other information, for which CareFusion may charge additional fees. In no event will CareFusion materially lessen core features or functions.

2. **Term.**

    2.1. Applications. The initial Term with respect to Products consisting of hosted Software applications will be the period of time stated in the applicable Customer Order, commencing on the first day of the month following completion of the applicable on-boarding process, or, in the absence of any on-boarding process, on delivery of the protocols, keys or access codes needed to access the Software applications. The Term is non-cancellable. The Term will automatically renew for successive periods of one (1) year unless a party notifies the other party at least sixty (60) days' prior to the last day of the initial Term or an extended Term, as applicable, that it elects not to renew the Term.

    2.2. Professional Services. The Term with respect to Products consisting of professional services, if applicable, will be the period of time stated in the applicable Customer Order commencing on completion of the applicable on-boarding process. The Term is non-cancellable.

3. **Hospital Expansion.** If the number of staffed beds at Customer site increases by more than ten percent (10%), CareFusion may increase the fees for the Products on a pro rata basis upon reasonable written notice to Customer.

4. **Data Use.** Customer acknowledges that Data and other information from Customer's CareFusion Products and Services and from Customer's third-party medical devices and health information technologies are essential to the delivery of HealthSight Products. Accordingly, Customer hereby authorizes CareFusion to access and use such Data, separately or aggregated with other data, in and for the operation of the Products under this agreement, the improvement and development of the Products and related products, and the reporting of health-related metrics to government agencies; provided that all personally identifiable information (including "protected health information," as defined at 45 C.F.R. § 160.103) and information that can be used to identify Customer shall be de-identified, except to the extent such identifiable or identifying information, such as date and time-stamp information, is indispensable to such use. To clarify, the identifiable or identifying information to be used by CareFusion for the improvement and development of Products and related products includes date and time stamp information. Customer shall cooperate with CareFusion, and use reasonable efforts to cause suppliers of third-party technologies to cooperate with CareFusion, to make such Data available for use with the Products. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect the performance of any of the Products or Services; such changes may require additional Services, which, subject to Customer's written authorization, CareFusion will provide at its then current rates. Customer shall not be relieved of its payment obligations for Products that do not Properly Perform due to Customer's failure to provide such Data.

5. **Support.** CareFusion will provide technical support for the Products Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time. Customer may access support by contacting the CareFusion Technical Support Center ("TSC") by phone at 1.800.727.6102 or through the TSC's self-service portal at https://eim.carefusion.com/Account/Login?to=ICSS.

6. **Service Misuse.** Customer acknowledges and agrees that the Products and Services are not intended to replace professional clinical judgment. Treatment decisions should never be based strictly or solely on information provided by a Product or Service. It is important that patients' conditions continue to be monitored by Customer and confirmed through clinical expertise, review of a patient's chart, medication history, laboratory results, and physical observance. Misuse of a Product or Service without the foregoing review and/or lack of clinical expertise may lead to an adverse drug event. Only licensed healthcare providers who are authorized and trained to use a Product or Service should do so. Customer remains solely responsible for setting protocol and for clinical decisions to be used in case of a given alert (standard or customized).

7.   LIMITATION OF LIABILITY. CAREFUSION IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO, UNSCHEDULED DOWNTIME, CUSTOMER SYSTEM ISSUES, CUSTOMER DATA ISSUES AND SERVICE MISUSE, except to the extent caused by CareFusion. This Section is in addition to, and does not supersede, the Limitations of Liability in the Master Agreement.

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