HAEMONETICS CORPORATION
MASTER AGREEMENT

AGREEMENT dated September 8, 2016 (the ***Effective Date***) by and between Haemonetics Corporation (Haemonetics) and County of San Mateo (***Customer***).

In consideration of the terms and mutual agreements herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein have the respective meanings assigned in Schedule 1 annexed hereto.

2. **Engagement.** Customer hereby engages Haemonetics and Haemonetics hereby accepts the engagement to provide the Items identified in the attached Fee Schedule. For each Item, the Master Agreement as well as the terms and conditions of the applicable Schedule(s), expressly incorporated by reference herein, shall apply.

3. **Fees**

3.1 Invoices & Payments. Fees and dates for invoicing of such fees are specified in the Fee Schedule. Customer shall pay to Haemonetics all applicable fees net thirty (30) days from the date of Haemonetics' invoice. In no event shall total payments under this Agreement exceed TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

3.2 Travel Expenses. Customer shall reimburse Haemonetics for travel expenses in an amount set forth in an applicable Schedule or Statement of Work, or if a specific amount is not set forth, for its reasonable expenses, within thirty (30) days after Haemonetics has invoiced Customer therefor and provided all applicable documentation of such expenses. If a specific amount is not set forth in a Schedule or Statement of Work, Haemonetics will provide Customer with documentation of such expenses. To the extent that this Agreement authorizes reimbursement to Contractor for Travel, lodging, and related expenses, the following restrictions apply:

a. Estimated travel expenses must be submitted to the County's contract contact person for advanced written authorization before such expenses are incurred. No travel expenses are reimbursable under this Agreement unless such written pre-authorization is obtained.

b. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("LM&I Expenses") is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/portal/content/104877 or by searching www.gsa.gov for the term 'CONUS'). CONUS rates are set by fiscal year and are effective October 1st through September 30th.

c. The maximum reimbursement amount for the actual cost of airline and car rental travel expenses ("Air & Car Expenses") shall be a reasonable rate obtained through a cost-competitive travel service (e.g., a travel or car-rental website). Reimbursable air travel is restricted to economy or coach fares (not first class, business class, "economy-plus," or other non-standard classes) and reimbursable car rental rates are restricted to the mid-level

size range or below (i.e., full size, standard size, intermediate, compact, or subcompact). No specialty, luxury, premium, SUV, or similar category vehicles may be submitted for reimbursement. Other reasonable travel expenses ("Other Expenses") such as taxi fares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis.

d. If in doubt about the propriety of LM&I Expenses, Air & Car Expenses, or Other Expenses, Contractor should err on the side of caution and not incur an expense at that level or obtain authorization from the County's contract contact person.

3.3 Taxes. Customer shall, in addition to the amounts payable under this Agreement, pay all sales, use, value-added or other taxes, federal or state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated herein (which taxes shall exclude taxes based on Haemonetics' net income or property or withholding for Haemonetics' employees or independent contractors).

3.4 Disputes. In the case of disputed invoices, Customer shall pay all undisputed amounts during the resolution of the dispute but may reserve payment on the disputed amounts until a mutually agreed upon resolution between both parties is reached.

4. **Warranties**

4.1 By Each Party. Each party represents and warrants to the other party that (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; (b) the individual executing this Agreement on its behalf is authorized to do so; and (c) nothing contained in this Agreement or the performance of this Agreement will cause it to breach any other contract or obligation.

4.2 Warranty Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 4 AND THE WARRANTIES SET FORTH IN EACH SCHEDULE (WHICH APPLY ONLY TO THE SOFTWARE OR GOODS OR SERVICES DESCRIBED IN SUCH SCHEDULE) ARE THE ONLY WARRANTIES MADE BY EITHER PARTY. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

5. **Term; Termination**

5.1 Term. The term of this Agreement shall be from September 1, 2016 through August 31, 2021.

5.2 Termination for Breach. Either party may terminate any Schedule upon thirty (30) days' written notice to the non-breaching party identifying the breach in reasonable detail and such Schedule shall terminate if the party receiving the notice shall not have cured the breach within such thirty (30) days; provided that except in cases involving breaches of confidentiality or infringement of intellectual property rights, if the party receiving the notice disputes the breach in a written notice within such thirty (30) day period, the parties will first comply with the dispute resolution procedures in this Agreement and such Schedule will terminate within thirty (30) days after final resolution of the dispute, if the breaching party has not cured the breach.

5.3 Survival. Upon the termination or expiration of this Agreement, the provisions contained in Sections 1 and 5 through 11 shall survive.

6. **Indemnification**

6.1 Mutual Indemnification. Each party (***Indemnitor***) shall defend, indemnify and hold harmless the other party (in the case of Haemonetics as Indemnitor, Customer; and in the case of Customer as Indemnitor, Haemonetics), its Affiliates and the respective directors, officers, employees, agents, representatives of each of the foregoing (each, an ***Indemnitee***) from and against any claims, losses and expenses (including attorneys' fees, fines and government penalties) arising from any third party claim that Indemnitor caused physical injury or death to any person or damage to any tangible property, to the extent resulting from the negligent or wrongful acts or omissions of Indemnitor, its employees, agents or contractors ("Covered Claim"); provided that claims based upon the design, programming or operation of the Software Products, as delivered, are excluded from coverage hereunder.

6.2 Intellectual Property Indemnification. With respect to Software Products and Hardware Products Covered Claims indemnification of County by Haemonetics shall include any third party claim that a Product, as delivered pursuant to an applicable Schedule, infringes or misappropriates a patent, copyright, or trade secret right(s) of the third party, where in each case such right is asserted in and enforceable under the laws of the United States.

6.3 Product Replacement. If any Product becomes, or in Haemonetics' opinion is likely to become, the subject of any injunction preventing its use as contemplated in this Agreement, Haemonetics will, at its option: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing without substantially compromising its functionality; or, (c) if options (a) and (b) are not reasonably available to Haemonetics, terminate Customer's license to the affected Product and pay Customer an amount equal to the license fee paid for such Product, depreciated on a straight line basis over a 3 year period.

6.4 Exclusions. Haemonetics shall have no liability or obligation to Customer under Section 6.2 or Section 6.3 with respect to any claim to the extent based upon: (a) use of the Product for any use other than the Intended Use or in an application or environment or on a platform or with devices for which the Product was not designed; (b) modifications, combinations, or enhancements of the Product not created by Haemonetics; (c) Haemonetics' compliance with Customer's instructions or specifications; (d) Customer's continued use of the Product after being notified of modifications that would have avoided any claimed infringement or misappropriation, or after termination of the license for such Product; or (e) any patent, copyright, or trade secret in which Customer or any of its Affiliates has an interest. Customer shall, at its own expense, defend any action brought against Haemonetics based on the conditions enumerated in clauses (a) through (e) of this Section 6.4, and, at Customer's option, settle any such action or pay any final judgment, legal costs, and attorneys' fees awarded in such action.

6.5 Sole Remedy. The foregoing Sections 6.2, 6.3 and 6.4 state Customer's sole remedy and Haemonetics' sole obligation with respect to any infringement or misappropriation claim.

6.6 Procedure. To obtain the benefit of the foregoing indemnification, the Indemnitee must (a) promptly provide notification of the claim and reasonable cooperation to Indemnitor; provided that failure to promptly notify Indemnitor shall not limit the claim for indemnification hereunder except to the extent that such failure actually prejudices Indemnitor; (b) tender to Indemnitor complete control of the defense, settlement and compromise of the claim; provided that Indemnitor shall not settle any

such claim without the consent of Indemnitee unless a full release of Indemnitee and all other Indemnitees is obtained from all third party claimants; and (c) not make any admissions to any third party regarding the claim or settle any indemnified claim except as approved by Indemnitor in writing or as required by applicable law. Indemnitee may participate in its defense at its own cost and expense and Indemnitor shall consult with Indemnitee in connection with defense and settlement. Nothing contained in this provision or Agreement is intended to require Indemnitor to pay to Indemnitee any amount other than (1) for the costs of Indemnitee's defense, if Indemnitor elects not to defend; and (2) such amounts actually paid by Indemnitee to the third party claimant, if Indemnitor fails to pay the third party claimant directly for any settlement approved by Indemnitor or any finally awarded judgment in favor of the third party claimant. The foregoing states the entire liability of either party in respect of any Covered Claim.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSS, DAMAGES OR EXPENSES (INCLUDING LOST PROFITS, SAVINGS, COMPETITIVE ADVANTAGE, GOODWILL OR BUSINESS INTERRUPTION) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, AND REGARDLESS OF THE FORM OF THE CLAIM OR SUIT OR THE TYPE OF DAMAGES. EACH PARTY IS OBLIGATED TO TAKE COMMERCIALLY REASONABLE STEPS TO MITIGATE THE OTHER PARTY'S LIABILITY. IN NO EVENT WILL HAEMONETICS' TOTAL LIABILITY UNDER ANY OR ALL PROVISIONS OF THIS AGREEMENT FOR ALL CAUSES OF ACTION ON A CUMULATIVE BASIS EXCEED THE PAYMENTS ACTUALLY MADE TO HAEMONETICS UNDER THIS AGREEMENT FOR ALL PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. **Title.** Title to and all Intellectual Property Rights in all of the following shall vest and remain vested solely in Haemonetics: (a) the Software Products; (b) the Deliverables (other than Hardware Products); (c) all Inventions authored, created or conceived by Haemonetics in connection with its performance of the Services or otherwise; and (d) all modifications or enhancements to any of the foregoing. Any licenses granted to Customer are set forth in the applicable Schedule.

9. **FDA Matters**

9.1 Reporting Requirements. Customer agrees (a) to notify Haemonetics promptly when it becomes aware of any problems with the performance (or complaints from any source) of any Product; (b) when requested by Haemonetics, to provide a written report detailing the facts related to any such problem or complaint; (c) to cooperate with Haemonetics in any investigation undertaken by Haemonetics related to a reported problem or complaint specifically including the development of information for Haemonetics' complaint files and Haemonetics' compliance with the MDR; (d) to notify Haemonetics prior to filing any MAUDE or other regulatory report that relates to or discusses any Product; (e) to promptly notify Haemonetics at any time the Customer is undergoing a government inspection, including but not limited to, inspection by FDA, that could include government review of the use and/or performance of any Product, and to promptly provide Haemonetics with copies of any documents related to such inspection, including but not limited to any Form FDA 483 or report of deficiencies noted in the inspection, and the Customer's response to each; (f) to give Haemonetics notice of any adverse regulatory action taken by FDA or any other governmental authority which includes any allegations or claims related to any Product; and (g) in the event of any such adverse regulatory action, to provide Haemonetics with copies of any Warning Letter or other document issued by FDA or any other governmental authority that contains allegations or claims related to a Product.

9.2 Recalls, Corrective and Preventative Actions. Customer agrees to cooperate with Haemonetics

in the event of any request or demand by a government authority for a recall or any corrective or preventative action that relates to any Product or its use by Customer. Customer agrees to take prompt action when requested by Haemonetics and to make all required reports in connection with any such government-initiated request or demand.

9.3 Generally. Customer shall (a) comply with all government regulations that are applicable to Customer's use of the Product; and (b) perform competent clinical intervention, decision making, traceability, and auditing procedures in connection with the Intended Use; (c) validate, use, monitor and maintain the Products in the manner described in the applicable Documentation and Product labeling; (d) not make any change or modification to any Product without prior written consent from Vendor; (e) not make any claims for the performance of any Product that is inconsistent with the limitations of the Intended Use.

10. **Confidential Information**

10.1 Nondisclosure & Use. Notwithstanding the County's responsibilities pursuant to the California Public Records Act, Confidential Information of each Discloser is the exclusive property of such party. Confidential Information of the Discloser may be used or disclosed by the Recipient only for the Permitted Use. Recipient will protect the confidentiality of and unauthorized access to the Confidential Information of the Discloser in the same manner that it protects the confidentiality of its own proprietary and confidential information (and in any event no less than reasonable protective measures shall be taken), including, without limitation, by entering into appropriate confidentiality agreements with Affiliates, employees, contractors and agents and by restricting access to and use of Confidential Information to those of Recipient's Affiliates, employees, contractors and agents who have a need to know, are engaged in a Permitted Use and have been apprised of the confidential nature of such information. Each Recipient will be responsible for any breaches of this Section 10 by its Affiliates, employees, contractors or agents, irrespective of whether the breach occurs during or after the period of the affiliation, employment, agency or contractor relationship. Confidential Information may not be copied or reproduced without the Discloser's prior written consent, except as necessary for a Permitted Use. Without prejudice to the foregoing, Recipient shall in no event (a) disassemble, decompile or otherwise reverse engineer any Confidential Information provided to it. If either party learns of any breach of this Section, it shall promptly notify the other party.

10.2 Disclosure upon Process. In the event the Recipient receives a subpoena, or other validly-issued administrative or judicial process, requesting that Confidential Information of the Discloser be disclosed, it will promptly notify the Discloser of such receipt. The Recipient will thereafter be entitled to comply with such subpoena or other process, only to the extent required by law. Either Recipient may disclose Confidential Information subject to a protective order in any action to defend or enforce its rights hereunder. Disclosure of Confidential Information pursuant to this Section 10.2 shall not constitute publication or otherwise alter the character of that information as Confidential Information as between the parties hereunder.

10.3 PII. Each party shall comply with all applicable laws as they apply to PII.

10.4 Consent. To the extent that Customer has provided or will provide Protected Information to Haemonetics, Customer represents that it has obtained or will obtain any legally required consent from the individual prior to providing Protected Information to Haemonetics.

10.5 HIPAA. Haemonetics agrees to comply with all federal and state laws regarding patient privacy and the handing of patient medical information as described in Attachment H to this Agreement.

11. Dispute Resolution. All disputes arising out of this Agreement shall first be addressed by a committee of two senior corporate officers from each of the parties (the ***Dispute Committee***), through which the parties will attempt to reach an amicable settlement within fifteen (15) business days after the date the Dispute Committee has been notified of such dispute. Any subsequent dispute resolution shall be at the mutual agreement of the parties. **General Provisions**

12.1 Relationship of Parties. For the purposes of this Agreement, each party hereto shall be, and shall be deemed to be, an independent contractor and not an agent, partner, joint venturer, representative or employee of any other party. Neither party shall have authority to make any statements, representations, compromise of rights or commitments of any kind, assume or create any obligations, or to accept process for or take any other action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing by the other party.

12.2 Notices. Unless otherwise provided herein, any notice, invoice, payment or document to be given by one party to the others shall be in writing and delivered personally, by certified or registered mail (postage prepaid), or by recognized courier addressed as provided below or to such other place as any party may designate as to itself by written notice to the other party. Any notice, if mailed by a certified or registered mail, properly addressed and postage prepaid, shall be deemed made on the third (3rd) business day after mailing. In hand and couriered deliveries are deemed made when delivery to the recipient organization is complete.

In the case of Haemonetics, to:
Haemonetics Corporation
400 Wood Road
Braintree, MA 02184
Attention: Chief Legal Officer, with copy to Contracts Administrator

In the case of Customer:
222 W. 39th Avenue
San Mateo, CA 94403
Attention: Accounts Payable

12.3 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event of any inconsistency between the main body of this Agreement and any Schedule or SOW, the terms and conditions of the main body shall prevail except to the extent that the Schedule or SOW identifies a specific provision of the Agreement that it is intended to vary.

12.4 Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar).

12.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereunder be consummated as originally contemplated to the fullest extent possible.

12.6 Assignment. Neither party shall have the right, without obtaining written consent of the other party, to assign any of its rights and obligations hereunder to any other entities or persons, provided that either party may assign all, but not less than all, of its rights and obligations hereunder to a successor in interest of all or substantially all of the business of such party, whether by sale of assets, reorganization, merger or otherwise. Any attempted assignment, delegation or transfer in contravention of this Agreement shall be null and void. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors, executors, heirs, representatives, administrators and permitted assigns.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard for any choice or conflict of laws rule or principle that would result in the application of the domestic substantive law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.8 Applicable Laws. Each party shall comply with all applicable laws in connection with its performance hereunder, including without limitation, laws applicable to export, hazardous materials, worker safety laws and employment laws.

12.9 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken shall together constitute one and the same agreement.

12.10 No Implied Licenses. Nothing contained in this Agreement shall be construed as conferring any license or right whether by implication, estoppel or operation of law except as expressly stated herein, or construed as an admission of infringement or validity, or as a waiver of rights to contest the validity, infringement or enforceability of any intellectual property right.

12.11 Further Assurances. At any time and from time to time, each party will, without further consideration, take such further action and execute and deliver such further instruments and documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

12.12 Rules of Construction. The parties agree that each has participated equally in the formation of this Agreement and that the language, terms and conditions of this Agreement shall not be presumptively construed against either party. Section headings contained in this Agreement are for convenient reference only and do not constitute part of this Agreement and shall not affect the interpretation hereof.

12.13 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement, except successors and permitted assignees.

12.14 Publicity. Except for announcements intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements, neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement, including in any promotional or marketing materials, web sites, customer lists, referral lists or business presentations, without the prior written consent of the other party.

12.15 Equitable Relief. It is expressly agreed that a material breach of this Agreement involving Confidential Information or intellectual property rights of a party hereto will cause irreparable harm to the other party and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the parties shall be entitled, without first exhausting other remedies or procedures or posting any bond or surety, to equitable relief against the breaching party in the event of any such threatened or actual violation. The parties agree that any action relating to, or arising under this section shall be instituted and prosecuted in federal or state courts located in San Mateo, California.

12.16 Force Majeure. In the event that a delay or failure of a party to comply with any obligation under this Agreement is caused by a Force Majeure Event, that obligation shall be suspended during the continuance of the Force Majeure Event, provided that (a) the party suffering the Force Majeure Event shall promptly notify the other party of the condition and shall keep the other party apprised of its recovery status; and (b) if a party is prevented from performing for sixty (60) days, the other party may by written notice, terminate this Agreement, effective upon delivery of the notice.

12.17 Export & Deemed Export. Except as specified by Haemonetics in writing, no United States export license has been obtained for any Confidential Information (including without limitation any Software Product) or Hardware Product. Customer represents and warrants that no Prohibited Person will receive or access any Confidential Information or Hardware Product disclosed or provided by Haemonetics hereunder. Before receiving, exporting or re-exporting any Confidential Information or Hardware Product, Customer Recipient must comply with all applicable United States laws and regulations regarding exports and deemed exports, including without limitation, the International Emergency Powers Act and the regulations promulgated by the United States Bureau of Industry and Security, as such laws and regulations may be amended and in effect from time to time.

12.18 Audit Right. Haemonetics or its agent shall have the right, with reasonable notice to Customer, to audit Customer's use of the Software Products to ensure compliance with the terms of the license agreement.

12.19 Equal Benefits (check one or more boxes)

a. Haemonetics complies with the County's Equal Benefits Ordinance by:
   X Offering equal benefits to employees with spouses and employees with domestic partners.
   ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.

b. ☐ Haemonetics does not comply with the County's Equal Benefits Ordinance.

c. Haemonetics is exempt from this requirement because:

☐ Haemonetics has no employees, does not provide benefits to employees' spouses, or the contract is for $5,000 or less.
☐ Haemonetics is a party to a collective bargaining agreement that began on _____ and expires on _____, and intends to offer equal benefits when said agreement expires.

12.20 Non-Discrimination (check appropriate boxes)

a. ☐ Finding(s) of discrimination have been issued against Haemonetics within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.

b. X No finding of discrimination has been issued in the past year against the Haemonetics by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

12.21 Employee Jury Service (Check One Or More Boxes)

Contractors with original or amended contracts in excess of $100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

a. ☐ Contractor complies with the County's Employee Jury Service Ordinance.

b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.

c. X Contractor is exempt from this requirement because (check all that apply):

☐ The contract is for $100,000 or less.
☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to comply when the bargaining agreement expires.
☐ Contractor has no employees.
X Contractor has no employees who live in San Mateo County.

Signature page immediately follows

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

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

HAEMONETICS CORPORATION

Contractor's Signature 

Date: ___September 8, 2016_____

Schedule 1
Definitions

Acceptance, as to any Product or Service has the meaning assigned thereto in the Schedule under which such Product or Service is acquired.

Added Module means the additional module(s) selected by Customer and identified in the Software Add-On Schedule.

Affiliate means as to either party any entity that controls, is controlled by, or is under common control with, such party, where control means the direct or indirect ownership of more than fifty (50) percent of the shares or interests which are entitled to vote for the directors of the controlled entity, or otherwise has the actual ability to direct and control the management of the controlled entity, but only for as long as such control exists or is retained.

Confidential Information means all information of a confidential nature disclosed (whether in writing, orally, or by any other means) by a Discloser to a Recipient during the Term in connection with the Agreement and any work hereunder, including the material terms of this Agreement, and any information relating to the Discloser's products, operations, processes, data, know how, marketing plans, financial information, technology, and intellectual property; provided that Confidential Information does not include information (a) independently developed by employees of Recipient who have not had direct or indirect access to Discloser's Confidential Information; (b) generally known to the public through no act or omission of Recipient; or (c) obtained by a Recipient from any third party not owing any confidentiality obligation to the Discloser with respect to such information; *provided* that (1) no such exception shall apply except to the extent clearly demonstrated by the Recipient; (2) only the specific information that meets the exclusion shall be excluded and not any other information that happens to appear in proximity to such excluded portion (for example, a portion of a document may be excluded without affecting the confidential nature of those portions that do not themselves qualify for exclusion); and (3) no such exception shall apply to PII.

Consulting Services means the services described in an applicable Consulting Services Schedule.

Consulting Services Schedule means the Schedule, if any, so designated and attached hereto.

Covered Claim has the meaning assigned in Article 6 of the Master Agreement.

Deliverables means all work product identified as a "Deliverable" under a Plan.

Discloser means the party disclosing Confidential Information or on whose behalf Confidential Information is disclosed and such of Discloser's suppliers, contractors and customers as provide information in connection herewith.

Documentation means for any Software, the user documentation accompanying such Software, and for Hardware, means the user documentation accompanying the Hardware.

Effective Date has the meaning assigned in the preamble.

FDA means the United States Food and Drug Administration.

Fee Schedule means the Fee Schedule attached as Schedule 2 annexed hereto.

Force Majeure Event means any event outside the reasonable control of a party after consideration of all built-in, fail-safe mechanisms and processes, including by way of example, (a) civil commotion, riot, terrorism, invasion, war or preparation for war, (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural physical disaster, (c) unavailability of the use of railways, shipping, aircraft, motor transport, or any other means of public or private transport, or (d) political interference with the normal operations of either party.

Hardware or Hardware Product means any hardware product identified in the Fee Schedule, excluding printers, tethered scanners and application software installed on it.

Hardware Schedule means the Schedule, if any, so designated and attached hereto.

Hosting Schedule means the Schedule, if any, so designated and annexed hereto.

Hosting Services means the Services to be provided under the Hosting Schedule.

Implementation Plan means a Plan describing Implementation Services in accordance with the terms of this Agreement.

Implementation Services means the Services described in the Implementation Plan.

Indemnitor has the meaning assigned in Section 6.1 of the Master Agreement.

Indemnitee has the meaning assigned in Section 6.1 of the Master Agreement.

Intellectual Property Rights (IPR) means Patent Rights, mask work rights, copyrights, trade secret rights, and any other form of protection afforded by law to Inventions, models, designs, works of authorship, databases or technical information and applications therefor.

Intended Use means as to any Item that has received premarket clearance by the FDA, the intended use of the Item, as specified in the Fee Schedule.

Invention means any idea, discovery, design, improvement, invention (including without limitation any discovery of new technology and any improvement to existing technology), information, know-how, innovation, writing, work of authorship, compilation and other development or improvement, whether or not patented or patentable, copyrightable, or reduced to practice or writing.

Item means Software, Hardware or Services, as applicable.

MAUDE means the FDA's Manufacturer and User Facility Device Experience database.

MDR means the FDA's Medical Device Regulations.

Patent Rights means all of the following to the extent claiming, covering or encompassing any Invention or other subject matter: (a) all patents, utility models, design registrations (including all semiconductor and semiconductor circuit designs), certificates of invention and other governmental grants for the protection of inventions or industrial designs anywhere in the world and all reissues, renewals, re-examinations and extensions thereof; (b) all applications for any of the foregoing including without limitation any international, provisional, divisional, continuation, continuation-in-part, and continuing prosecution applications; and (c) all rights in, arising out of, or associated with any of the foregoing anywhere in the world.

Permitted Use means to perform a party's obligations hereunder and to exercise rights expressly granted herein.

Person means any individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization or entity, and any government or department, agency or political subdivision thereof.

PII means personally identifiable information and any information that can be used by itself or combined with other sources, to uniquely identify, contact or locate any natural person.

Plan means the Implementation Plan or the Validation Plan, as applicable.

Plan Services means for any Plan, the services to be provided under the applicable Plan.

Plan Services Schedule means the Schedule, if any, annexed hereto and so designated setting forth the terms applicable to Plan Services.

Product means the Hardware Product, Software Product, or Documentation, as applicable.

Prohibited Person means any Person other than those Persons to whom or to which information that is not licensed for export may be lawfully exported under the applicable laws and regulations of the United States.

Protected Information means any personally identifiable information about an individual, including without limitation, name, address, social security number and identifiable health information.

Recipient means the party receiving Confidential Information hereunder.

Schedule means any Software, Hardware, Plan Services, Hosting or other Schedule annexed hereto, and made a part of this Agreement

Services means the services, if any, identified in the applicable Schedule.

Software or Software Product means the executable object code versions of the software identified in the Fee Schedule and any Updates to such software provided by Haemonetics to which Customer may be entitled pursuant to this Agreement.

Software Add-On Schedule means the Schedule, if any, so designated and annexed hereto.

Software Schedule means the Schedule, if any, so designated and annexed hereto.

Term means the period from the Effective Date until termination in accordance with the terms of this Agreement.

Update means an update or revision to Software that corrects an error or incorporates other changes that do not result in material changes to functionality and are not otherwise separately priced or marketed by Haemonetics, including interim releases indicated by changes in the hundredth's (e.g. version X.X.2 would be the interim release after version X.X.1), or changes to the right of the hundredth's digit of the Software version number.

Validation Services means the Services described in the Validation Plan.

Schedule 2
Fee Schedule

Product or Service	Quantity	List	Extended	Term	Schedules to this Agreement applicable to Product	Intended Use Statement (if applicable)
SafeTrace Tx Software License Fee	2	$68,000	$24,000		See Schedule 3	**Annex A**
SafeTrace Tx Software Annual Maintenance	1	$14,640	$14,640	5 Yrs.	See Schedule 3	**N/A**
SafeTrace Tx Training and Go-Live Assistance	1	$85,800	$70,356		See Schedule 4 & Annex B-1	**N/A**
SafeTrace Tx Validation by PeopleMed	1	$29,000	$26,100		See Annex B-2	**N/A**
Travel Costs for Implementation		$8,000	$8,000			
Total		$205,440	$143,096			

SOFTWARE LICENSES				
Software and Options	**Quantity**	**List Cost**	**Adjustments**	**Extended Price**
SafeTrace Tx Software License Fee (per number of workstations) HL7 Bundle	2	$44,000	($28,000)	$16,000
HL7 Manager Interface Utility	1			$0
Data Import Utility	1	$7,000	($3,500)	$3,500
Inbound Hematology Results Interface	1	$5,000	($2,500)	$2,500
SafeTrace Tx Analytics	1	$12,000	($10,000)	$2,000
Software & Options Total		**$68,000**	**($44,000)**	**$24,000**

The fees set forth above will be invoiced in accordance with the following schedule:

- **Software License and Software Option fees** will be invoiced according to the attached Schedule 2A - Payment Schedule.
- **Maintenance fees** will be invoiced the earlier of six (6) months from Effective Date or First Productive Use.
- **Implementation Services fees** will be invoiced ratably over a six (6) month period beginning at the earlier of (i) the date on which Implementation Services begin or (ii) sixty (60) days from the Effective Date.
- **Validation Services fees** will be invoiced upon delivery of the validation report.
- **Hosting fees** will be invoiced monthly as incurred.
- **Hardware fees** will be invoiced upon delivery.
- **Increases**: Haemonetics may increase the annual maintenance fees and fees for other support services once per twelve month period, provided that the increase in rate shall not exceed five percent (5%) of the total annual maintenance and/or applicable support services fees of the twelve (12) month period immediately preceding the increase and Customer is provided with sixty (60) days' notice prior to the effective date of any such increase.

Schedule 2A

Payment Schedule

PAYMENT SCHEDULE

PAYMENT DUE		AMOUNT DUE
Software License Fees will be billed by the following milestones in Payment Terms		24,000.00
Implementation Service Fees - to be billed by the following milestones in Payment Terms		$70,356.00
Validation Services Fees - to be billed by the following milestones in Payment Terms		$26,100.00
Software License and Implementation Services Fee - One-Time Total		$120,456.00

MILESTONE PAYMENT TERMS	Milestone %	AMOUNT DUE
Software License Fee 50% due (30) days from execution date	50%	$12,000.00
Software License Fee 20% due (30) days from kick-off	20%	$4,800.00
Software License Fee 20% due (30) days from completion of education	20%	$4,800.00
Software License Fee 10% due (30) days from "First Productive Use"	10%	$2,400.00
Software License Fees	TOTAL	$24,000.00

Implementation Service Fees MILESTONE PAYMENT TERMS	AMOUNT DUE MONTHLY	AMOUNT DUE
Implementation Fees due Ratably for Six (6) months beginning at Kick-Off	$11,726.00	$70,356.00
Implementation Travel Expenses Billed as Incurred		$8,000.00
SafeTrace Tx Validation Services Billed Upon Delivery of Report		$26,100.00
Implementation Fees	TOTAL	104,456.00

Maintenance and Service Fees PAYMENT TERMS			AMOUNT DUE
Maintenance Fees due earlier of six (6) of Effective Date or Go Live			
SafeTrace Tx Annual Maintenance Costs Year 1			$14,640.00
Maintenance Fees for Years 2-5 billed annually on anniversary of Effective Date			
SafeTrace Tx Annual Maintenance Costs Year 2	Same as YR 1		$14,640.00
SafeTrace Tx Annual Maintenance Costs Year 3	5% inc		$15,372.00
SafeTrace Tx Annual Maintenance Costs Year 4	5% inc		$16,140.60
SafeTrace Tx Annual Maintenance Costs Year 5	5% inc		$16,947.63
Implementation Fees		TOTAL	77,740.23
FIVE YEAR TOTAL PROJECT COST:			$206,196.23
Contingency Fund			$43,803.77

Not To Exceed Amount	**$250,000.00**

Schedule 3
Software Schedule

HAEMONETICS CORPORATION
SOFTWARE SCHEDULE

Reference is made to the Master Agreement between Customer and Haemonetics Corporation dated _____ (the ***Agreement***). Except as expressly modified or supplemented herein, the Master Terms apply to this Software Schedule and are incorporated herein by reference.

1. Definitions. Capitalized terms have the respective meanings assigned herein or in the Master Agreement.

Acceptance has the meaning assigned in Section 4 of this Schedule.

Software Maintenance and Support Services means the services available to Customer for a fee, as described in Section 7 of this Schedule.

Warranty Period means the ninety (90) days immediately following Acceptance.

2. License. Subject to the terms and conditions hereof, Haemonetics hereby grants to Customer and Customer hereby accepts a non-exclusive, nontransferable license: (a) to install and use the Software for internal business purposes; (b) to use the Documentation in connection therewith, in each case, solely in accordance with the Intended Use.

3. License Limitations.

3.1 Generally. Except as specifically permitted in this License, Customer shall not directly or indirectly: (a) use any Product to create any software or documentation that is similar to the Software or Documentation; (b) encumber, transfer, rent, lease, or time-share any Product; (c) copy (except for reasonable backup and archival purposes), distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify any Product; (d) disclose or provide access to any Product to any third party; or (e) enable or permit any third party to engage in any of the acts prohibited under this section, in each case without the express written consent of Haemonetics.

3.2 Reverse Engineering. Except as otherwise expressly permitted by applicable law, Customer is not permitted to directly or indirectly: (a) reverse engineer (*e.g.*, decompile, disassemble, reverse compile, reverse assemble, or reverse translate) any Product or use any means to discover the source code of or trade secrets in any Product; or (b) otherwise circumvent any technological measure that controls access to any Product. No fewer than thirty (30) days prior to undertaking any of the foregoing prohibited acts, Customer shall provide to Haemonetics written notice, specifying with particularity the applicable law that expressly permits such act.

3.3 Intended Use. Certain Products are medical devices subject to government regulation, specifically including regulation by the FDA. Such Products shall not be used except in accordance with the Intended Use (which Intended Use shall be set forth for each such regulated product on Schedule 2) and the terms of the Master Agreement.

3.4 Government Rights. If any Product is acquired by or on behalf of a unit or agency of the U.S. Government, such Product is "commercial computer software" or "commercial computer software documentation". Absent a written agreement to the contrary, the U.S. Government's rights with respect to the Licensed Software or Documentation are: (a) if for civilian agency use, Restricted Rights, as defined in and subject to 48 CFR 52.227-19; and (b) if for Department of Defense use, limited by the terms of this Schedule pursuant to DFARS 227.7202. The manufacturer is Haemonetics Corporation 400 Wood Road, Braintree Massachusetts 02184.

3.5 Export. The Software may be exported solely in accordance with Section 12.18 of the Master Agreement.

4. Customer Obligations.

4.1 Fees. The license fee and the dates of invoice in respect of the Products are specified in the Fee Schedule. Payment terms are specified in the Master Agreement.

4.2 Acceptance. Customer shall be deemed to have accepted the Software upon delivery.

5. Warranty.

5.1 Limited Warranty. Haemonetics warrants that during the Warranty Period, (a) the Software will comply with all applicable federal requirements and regulations; and (b) the Software will perform in substantial accordance with the Documentation.

5.2 Remedy. If Customer makes a warranty claim during the Warranty Period, specifying with reasonable particularity the nature of the defect, Haemonetics shall, at its option, use commercially reasonable efforts to correct the Software, replace such Software free of charge or, if neither of the foregoing is commercially practicable, terminate this License and refund to Customer the Fee paid with respect to the applicable Software. This section states Customer's exclusive remedy and Haemonetics' sole liability for any breach of warranty under this License.

5.3 Exclusions. The warranty in Section 5.1 is made to and for the benefit of Customer only and will not apply to the extent that a defect or problem is caused by (a) failure to properly install or use the software in accordance with the Documentation; (b) modification of the Software other than by Haemonetics; (c) operation on hardware that is not properly maintained or that has been damaged.

5.4 Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LICENSE, THE PRODUCTS ARE NOT ERROR-FREE AND ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HAEMONETICS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR POSSESSION, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED BY THIS LICENSE, NO OTHER WARRANTIES HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF HAEMONETICS WITH RESPECT TO ANY PRODUCT OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

6. Term & Termination (License). The term of the license shall be perpetual and in no event shall County be required to rebuy the software subject to this Agreement from Haemonetics. The perpetual nature of the software license in no way impacts the service term as described in paragraph 5.1 of the Agreement. Haemonetics may terminate this license by immediate written notice if (a) Customer breaches any of its obligations hereunder (including payment obligations) and fails to cure the breach within thirty (30) days after written notice thereof is given by Haemonetics, (b) Customer (or any successor or assign to whom the license has been legitimately transferred) ceases to do business, or (c) Customer makes an assignment on behalf creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or any part of Customer's property or business, and/or Customer is adjudicated bankrupt. Upon termination of this Schedule, Customer shall cease all use of the Products. The obligations of Sections 3 and 4 of this Schedule as well as the obligations of the parties under the Master Agreement shall survive termination of this Schedule. Haemonetics understands that no payment shall be made to Haemonetics by Customer beyond that specified in Section 3.1 of the Master Agreement unless and until the Agreement is amended through mutual agreement of the parties.

7. Maintenance and Support.

7.1 Maintenance and Support Obligations. After Acceptance, Haemonetics shall have no obligation to support or maintain the Software other than (a) to remedy a breach of warranty under Section 5; or (b) pursuant to this Schedule for so long as Customer subscribes to Maintenance and Support Services. So long as Customer subscribes to

Maintenance and Support Services for the applicable Software, in exchange for the consideration set forth on the Fee Schedule, and subject to the terms and conditions hereof and of the Master Agreement, Customer shall be entitled to receive Maintenance and Support Services as described in the applicable Client Support Manual (as may be reasonably modified from time to time) (***Software Maintenance and Support Services***) for the two (2) most current releases of the applicable Software. Software Maintenance and Support Services also includes corrections to the Software and any Documentation due to defects in the Software or Documentation, as applicable, and Updates. All Software provided shall be subject to all the terms and conditions of the license granted pursuant to this Agreement. Software Maintenance and Support Services do not apply to third-party software or hardware.

7.2 Maintenance and Support Services Term. Software Maintenance and Support Services shall commence on the date hereof and shall continue for the term specified on the Master Agreement. Maintenance and Support Services shall not automatically renew at the end of the Initial Maintenance Term and any subsequent term for a renewal term of one (1) year. Termination of Software Maintenance and Support Services upon failure to renew will not affect the license of the Software. Haemonetics may, by written notice to Customer, terminate the Software Maintenance and Support Services if any of the events specified in Section 6 occurs, provided that no such termination entitles Customer to a refund of any portion of the Maintenance and Support Fee.

Schedule 3-A
Software Add-On

HAEMONETICS CORPORATION
SOFTWARE ADD-ON SCHEDULE

Reference is made to the Master Agreement between Customer and Haemonetics Corporation dated [**date**] (the ***Agreement***).

1. **Definitions.** Capitalized terms have the respective meanings assigned herein or in the Master Agreement.

Acceptance means the date upon which the Added Module is delivered to Customer.

Added Module means the additional module(s) selected by Customer and identified in Section 2 of this Schedule.

Documentation means the user documentation accompanying the Added Module.

2. **Scope**. This Schedule applies to the following additional module(s) selected by Customer as supplements to the Software Products licensed as set forth in the Fee Schedule:

SafeTrace Tx® Analytics (including Impact Server)

Except as expressly modified or supplemented herein, the Master Terms and the Terms of the Software Schedule apply and are incorporated herein by reference.

3. **License.** Subject to the terms and conditions hereof, including the payment of all applicable license fees for the term of such license, Haemonetics hereby grants to Customer and Customer hereby accepts a non-exclusive, nontransferable limited license: (a) to install and use the Added Module for internal business purposes; and (b) to use the Documentation in connection therewith, in each case, solely in accordance with the Intended Use.

4. **License Fees.**

4.1 Annual License fee. Customer shall pay the license fee for the Initial Term as set forth in the Fee Schedule. Customer will be invoiced for each Renewal Term on each anniversary thereafter. The Annual License Fee will be paid in full at the beginning of each Term and will be non-refundable.

4.2 Price Adjustments. Haemonetics may increase the license fee for each Renewal Term. Haemonetics shall provide Customer with no less than thirty (30) days prior written notice of such price increase.

4.3 Failure to Pay. If Customer fails to pay any Annual License Fee, in addition to rights under the Master Agreement, Haemonetics reserves the right to suspend Customer's ability to use the Added Module. Haemonetics may reinstate Customer's ability to use the Added Module at its sole discretion.

5. **Term & Termination**.

5.1 Term. The license granted herein shall commence upon delivery of the Added Module and continue for twelve (12) months unless terminated pursuant to the terms of the Agreement ("Initial Term"), and shall renew upon written election and mutual agreement of the parties prior to the expiration of the then current term. The Initial Term is referred to as the "Term".

5.2 Termination for Cause. Haemonetics may terminate this license by immediate written notice if: (a) Customer breaches any of its obligations hereunder (including payment obligations) and fails to cure the breach in accordance with the Master Terms; (b) Customer, or any permitted successor or assign, ceases to do business; or (c) Customer

makes an assignment on behalf creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or any part of Customer's property or business, and/or Customer is adjudicated bankrupt.

5.3 Effect of Termination. Upon termination of this Schedule, Customer shall cease all use of, and Hameonetics may terminate Customer's ability to use, the Added Module. Termination, or non-reneal of the license to use the Added Module will not effect the Customer's license to other Software Products. The obligations under Sections 4 and 6 and under the Master Terms shall survive termination of this Schedule.

6. License Limitations. Customer shall not directly or indirectly: (a) reverse engineer (*e.g.*, decompile, disassemble, reverse compile, reverse assemble, or reverse translate) any Added Module or use any means to discover the source code of or trade secrets in any Added Module; (b) circumvent any technological measure that controls access to any Added Module; (c) use any Product to create any software or documentation that is similar to the Added Module or Documentation; (d) encumber, transfer, rent, lease, or time-share any Added Module or Documentation; (e) copy (except for reasonable backup and archival purposes), distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify any Added Module or Documentation; (f) disclose or provide access to any Added Module or Documentation to any third party; or (g) enable or permit any third party to engage in any of the acts prohibited under this section.

7. Warranty Disclaimer. THE ADDED MODULE AND DOCUMENTATION ARE NOT ERROR-FREE AND ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HAEMONETICS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADDED MODULE AND DOCUMENTATION INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR POSSESSION, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED BY THIS LICENSE, NO OTHER WARRANTIES HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF HAEMONETICS WITH RESPECT TO ANY PRODUCT OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

Schedule 4
Plan Services Schedule

HAEMONETICS CORPORATION
PLAN SERVICES SCHEDULE

Reference is made to the Master Agreement between Customer and Haemonetics Corporation dated _____ (the ***Agreement***). Except as expressly modified or supplemented herein, the Master Agreement is incorporated herein by reference.

1. Definitions. Capitalized terms have the respective meanings assigned herein or in the Master Agreement.

Assumptions means the assumptions so identified in the applicable Plan.

Customer Resources means the resources so identified in the applicable Plan.

Customer Responsibilities means the responsibilities of Customer identified in the applicable Plan.

2. Plans.

2.1 Generally. Haemonetics will provide the Plan Services in accordance with the applicable Plan. Customer shall be responsible at its own cost and expense for timely providing Customer Resources and for performing Customer Responsibilities in each Plan.

2.2 Change Orders. Either party hereto may elect to submit a change order request (a Change Request) to the other proposing changes to any Plan. Change Requests shall be submitted in writing to the other party and shall contain a sufficient level of detail to permit the other party to properly evaluate the Change Request. The party receiving the request shall promptly thereafter evaluate the ramifications of the Change Request to determine whether the Change Request is, in its reasonable judgment, technically and commercially feasible, and if so, what impact approving the Change Request will have on the Plan Services and Deliverables. Within ten (10) days after receipt of the Change Request, the receiving party shall respond to the requesting party in writing with either: (a) an acceptance of the Change Request; (b) a proposal of modifications to the Change Request; or (c) the reasons why such a Change Request cannot be accepted. In the event that the Change Request as evaluated and/or modified by the parties is acceptable to both parties, the parties shall amend the Plan in a writing signed by their respective authorized signatories (a Change Order), and the Plan shall continue, as amended. Neither party will be entitled to or obligated by a Change Request until it has been presented and approved by both parties.

2.3 Delays. Customer understands that Haemonetics' performance is dependent on Customer's timely and effective satisfaction of Customer Responsibilities hereunder and timely decisions and approvals by Customer. Plan Services under each Plan will be performed in accordance with the schedule set forth therein; provided that (a) dates for performance by a party as set forth in the schedule shall be adjusted for delays caused by the other party hereto (the ***Delaying Party***), but only to the extent required by the Delaying Party's delay (i.e., only dependent tasks shall be re-scheduled and then only for a day-for-day period of time, or if the parties mutually agree, the period of time reasonably necessary to afford the party the period for performance that it would have had absent the dependent consequences of the delay); and (b) in the case of the performance of Plan Services or delivery of Deliverables for which no time period is prescribed in the Milestone Schedule, delivery and evaluation of such Plan Services and Deliverables shall be mutually agreed upon in writing by Customer and Haemonetics.

2.4 Assumptions. To the extent that the Assumptions described in any Plan are not met by Customer or are inaccurate, the cost and schedule of the Plan Services may be impacted. Customer agrees to negotiate in good faith to develop mutually a work-around plan, and, if necessary, revised schedule and revised fees. Customer understands that Haemonetics is relying upon the information that Customer provides and Customer represents that such information to

the best of its knowledge is true, accurate and complete. Because of the importance of such information to this Agreement, Customer hereby releases Haemonetics and its personnel from any liability and costs relating to Plan Services under this Agreement attributable to any false, inaccurate or incomplete information provided by Customer. It shall be the responsibility of Customer and Customer's management to make implementation decisions, if any, and to determine further courses or action with respect to any applicable matters. To the extent Customer does not perform the Customer Responsibilities, Haemonetics may be authorized by Customer to perform those Plan Services for the Customer. Additional assistance will be billed at Haemonetics' standard hourly rate.

3. Workplace Policies. To the extent that Haemonetics performs work on site at Customer's premises, Haemonetics personnel shall adhere to such of Customer' policies and procedures that address workplace safety and security, and to which all of Customer' consultants and third party service providers must adhere while working on Customer' premises.

4. Insurance. Haemonetics shall maintain in effect at all times during the term of any Plan, insurance with a carrier with an A.M. Best rating of B+ or better. Such insurance shall include, without limitation, worker's compensation in statutory amounts, products/completed operations liability, commercial general liability and automobile liability insurance in amounts not less than $1 million per occurrence and $2 million annual aggregate for all applicable claims against all applicable losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with any Plan that are the result of the fault of Haemonetics or its employees, agents or subcontractors. Haemonetics shall, on or before the Effective Date and thereafter upon Customer' reasonable request, provide Customer with a certificate of insurance evidencing such coverage. The terms of this Section 4 shall not be deemed to limit the liability of Haemonetics hereunder, or to limit any rights of Customer.

5. Title & License. All right, title and interest in and to all Deliverables (excluding purchased Hardware Products) shall remain vested in Haemonetics. Subject to full payment of the fees under the applicable Plan, and continued compliance with the terms of the Agreement, Haemonetics grants to Customer a perpetual, non-exclusive, non-transferable right to use the Deliverables (excluding Hardware Products) delivered under each Plan for Customer's internal business.

6. Warranty.

6.1 Services. Haemonetics warrants to Customer that the Plan Services will be performed in a professional, timely and workmanlike manner in accordance with applicable professional standards.

6.2 Deliverables. Haemonetics warrants to Customer that each Deliverable will substantially conform to the specifications set forth for such Deliverable in the applicable Plan.

6.3 Third Party Goods & Services. The foregoing warranties expressly exclude items provided by third parties. To the extent that Deliverables include any third party items, Haemonetics will assign or pass through to Customer the license and warranties, indemnifications and the like that are provided by such third party and any claim by Customer in respect of such items shall be made by Customer only against such third party.

6.4 Warranty Claims. Claims made under the foregoing warranties must be made in writing within ninety (90) days after the Services or Deliverable at issue has been performed or delivered. Customer's sole remedy and Haemonetics' sole obligation with respect to a breach of the foregoing warranty is re-performance of the Services or re-delivery of the Deliverable by Haemonetics.

6.5 WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6, SERVICES AND DELIVERABLES ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HAEMONETICS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND DELIVERABLES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR POSSESSION, ACCURACY OF INFORMATIONAL

CONTENT, SYSTEM INTEGRATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS SCHEDULE, NO OTHER WARRANTIES HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF HAEMONETICS WITH RESPECT TO ANY PRODUCT OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

6.6 Termination. The obligations of Haemonetics under each Plan shall terminate upon complete performance of the Services and delivery of conforming Deliverables under such Plan. Either party may terminate a Plan in accordance with Section 5 of the Master Agreement. The license granted in Section 5 of this Plan Services Schedule shall survive termination of the Plan, unless such termination is precipitated by Customer's breach.

Schedule 5
Hosting Schedule

HAEMONETICS CORPORATION
HOSTING SCHEDULE

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Annex A
Intended Use

****INTENDED USE**

SafeTrace Tx (below)

A comprehensive computer software package that manages all information system needs of a transfusion service. Maintains a complete test and transfusion history for a patient and comprehensive tracking of donor products from receipt to final disposition. Helps transfusion services:

- Manage an inventory of blood products.
- Track patient identification information.
- Manage patient visits and specimens.
- Capture orders for patient tests and blood products.
- Track product disposition.
- Assist in the determination of the suitability of released products (electronic crossmatch).
- Record transfusion results.

BloodTrack Manager is included in BloodTrack 510(k) (below):

BloodTrack is an electronic information management system intended for use in healthcare facilities by trained healthcare professionals to help prevent latent errors by monitoring the handling, transportation and transfusion of blood or blood products so that complete audit trails are recorded.

BloodTrack can enhance transfusion safety by providing for positive patient identification at the bedside when blood samples are collected and at the time of transfusion of blood or blood products.

BloodTrack can also reduce the risk of a healthcare professional retrieving the wrong blood unit for a patient by printing a blood product pickup slip at the bedside and requiring confirmation of the patient's identification when blood units are removed from a managed storage location to be delivered to the patient's bedside. Each time a blood unit is removed from, or placed into a managed storage location, BloodTrack verifies the expiration date of the blood unit, that the audit trail for the blood unit is complete, and that the blood unit has not been out of refrigeration too long. If the blood unit has expired, the audit trail is incomplete or the blood unit has been out of refrigeration too long, BloodTrack warns the user of the problem.

BloodTrack can control remote release, a process where a compatibility label is remotely printed and applied to a blood unit outside of the Blood Bank. Remote release involves the use of an inventory of unassigned blood units maintained in BloodTrack managed storage locations outside of the Blood Bank. When blood is needed for a patient, BloodTrack verifies the patient's eligibility for remote release by querying the Blood Establishment Computer System (BECS) and if eligible, prints a compatibility label to be applied to the blood unit at the managed storage location. Although the compatibility label may be printed remotely by BloodTrack, the decision to print the compatibility label is still made by the BECS. In simple terms, the BloodTrack Remote release process simply changes the location where the compatibility label is printed and applied to the blood unit.

BloodTrack can prompt the user at each stage of the transfusion process to scan patient identification, blood unit or compatibility barcode labels, enter patient vital signs, confirm special blood requirements, record volume transfused or indicate transfusion reactions. BloodTrack creates a record of the transfusion that may be printed for the patient's record, stored and uploaded to a remote database.

BloodTrack maintains an audit trail of each movement of the blood unit, from activation in the BloodTrack system through to final disposition, which can be remotely stored, displayed monitored, and printed.

Annex B-1
Implementation Service Plan

SafeTrace Tx®

Statement of Work
SafeTrace Tx® Critical Care Implementation Service Plan

Effective Date: 2/15/2016

Related Agreement: SafeTrace Tx Master Agreement dated TBD between Haemonetics Corporation and San Mateo Medical Center(the "Customer")

Customer: San Mateo Medical Center, located at 222 W 39th Ave, San Mateo, CA 94403

Covered Services: SafeTrace Tx Critical Care Implementation

Haemonetics Implementation Deliverables
Haemonetics will provide Project Management and Technical Support to implement SafeTrace Tx. Critical Care implementation deliverables include:

Standard Services	Description
☑ SafeTrace Tx®	
Project Management	A Haemonetics Project Manager (PM) will initiate the project with a Kick Off Meeting including a review of: contract, customer expectations, implementation documents, project work plan, meeting schedule plus IT key contact introductions and data timeline. The PM will be responsible for managing the implementation through weekly meetings and keeping the implementation on schedule with frequent milestone checks. The Haemonetics PM will: - Remote Kick-off Meeting: Conduct a meeting with the client to review the implementation process/plan, to set project expectations, discuss education classes, conversion requirements and interfaces. By the completion of this meeting, an estimated live date will be established. A high level demonstration will be presented. By the completion of this meeting, an estimated live date will be established. - HL7 Assistance: Assist with the installation and setup of ONE HL7 Server and interface table definitions for interfaces to remote systems for ADT, Order Entry, Results Reporting and Billing transactions. This includes education on table settings and how HL7 Manager works, and phone support as the Customer defines and tests the HL7 interfaces. - Table Build Assistance: Haemonetics will assist the client to build table settings within the application(s) to closely meet customer business flows and processes. Customer input is required for tables associated with application(s) purchased. - Application Support: Provide application support during implmentation. - Parallel Planning and Go Live Plan: Assist the site in the development of a written parallel test plan and go live plan. - Onsite Go Live Support: Be available onsite for 2 days during the initial activation of the system. Support hours are determined between the PM and the Site PM in advance of arrival. Normal hours are defined as 8 hours between the hours of 0700 and 1800 in the Customers time zone. Onsite visits include travel and expenses. All services are provided remotely, unless otherwise specified.
Technical Support	Haemonetics will: - Software Installation: Install Oracle software, SafeTrace Tx, and HL7 Manager applications via a remote connection onto the customer's permanent hardware. Prior to this step, the customer is responsible to install the server and workstation hardware, supported version of Windows operating system, and internet connectivity at the customer site. - System Preparation for Production: Prepare the production environment for operation. All services are provided remotely, unless otherwise specified.
Education	Haemonetics will provide implementation education, which will include: - SafeTrace Tx Condensed Education (Onsite): Present 5 consecutive days of education to include basic system functionality, an overview of workflow, and a review of tables to support the customer's operation. This will supply the knowledge to understand the functionality, tables and building process for up to 4 attendees from the sites implementation core team. Fee includes administrative set up and preparation of educational materials. Onsite visits include travel and expenses.

Customer Implementation Requirements *Items below outline the customer requirements necessary to complete Project Management and Technical Support for SafeTrace Tx at the Facility[ies].*	
Project Lead	Customer will assign a Project Lead to coordinate the activities to implement SafeTrace Tx with the Haemonetics team.
Technical Team Member	Customer will allocate for and assign the appropriate IT resource(s) to be available throughout the project to provide assistance as necessary.
Team Participation	Customer will attend a series of implementation calls to review implementation schedule, deliverables, roles and responsibilities.

Optional Implementation Services *Haemonetics will provide Project Management and Technical Support to implement SafeTrace Tx.* *Optional implementation deliverables include:*		
	Optional Services	**Description**
☑	**Computer Procedure Development (Remote)**	Haemonetics will provide process steps for the Customer to incorporate into the Customer site's standard operating procedures. The application process steps will be customized to incorporate the Customer's SafeTrace Tx build. Documentation will be provided in MS Word.
☐	**Data Import (Remote)**	Haemonetics will provide additional data import support per facility.
2	**Customized Report Writing (Remote)**	Haemonetics will create custom reports based customer specifications. Each report will be estimated on a time and materials basis. 40 hours per report is used for this estimate. Actual time may vary.
0	**Instrument Interface(s)**	Haemonetics will install interface software, build tables, and perform initial testing of instrument interfaces. Customer input is required. Third party software and hardware installation is the responsibility of the Customer.
☐	**Train-the-Trainer Education (Onsite)**	Haemonetics will provide 4 consecutive days of Train-the-Trainer Education for up to 4 attendees. The session will include customized education to instruct your educators in the utilization and implementation of the curriculum profile of purchased modules. Class time may vary based upon the customer's expected use of the system. Fee includes administrative set up and preparation of educational materials. Onsite visits include travel and expenses.
☐	**Competency Materials**	Haemonetics will create a competency measurement tool to allow the Customer to determine readiness of staff to use the system in an operational environment.
1	**Staff Education**	Haemonetics will perform educational sessions on the functional aspects of the system based on the total number of users requiring education. All users are expected to participate in activities related to the position held and attend 2 consecutive days of instruction for up to 8 staff per session. Class time may vary based upon the customer's expected use of the system. Fee includes administrative set up and preparation of educational materials. Onsite visits include travel and expenses.
0	**Report Writing Education (El Dorado Hills, CA)**	Haemonetics will provide 2.5 consecutive days of basic report writing education concepts utilizing the SafeTrace Tx database for up to 2 attendees. A basic understanding of Crystal Reports and SQL Query language is strongly recommended prior to this course in order to achieve the full benefit of this course. Fee includes administrative set up and preparation of educational materials. This course is held at El Dorado Hills, CA Education Center. Customer is responsible for their own travel expenses.
0	**SafeTrace Tx Condensed Education - Additional Attendees**	Fee for more than 4 attendees to attend SafeTrace Tx Condensed Education class at the client site. Fee includes administrative set up and preparation of educational materials.
☐	**After Hours Go Live Support**	Fee for Go Live Support outside of Normal hours. Off hours support is recorded at 1.5 times the actual number of hours worked and occurs on all Haemonetics recognized holidays, weekends, and between the hours of 1800 and 0700. Normal hours are defined as 8 hours between the hours of 0700 and 1800 in the Customers time zone. This is a T&M service which will be estimated and quoted in a Service Request (SR).

1	**SafeTrace Tx Analytics**	Haemonetics will install SafeTrace Tx Analytics via a remote connection onto the customer's permanent hardware. Prior to this step, the SafeTrace Tx application and databases must be installed. Haemonetics will assist the Customer staff with implementation of the web based reporting and analytical tool including a web education event.

Validation Services

Haemonetics will provide Project Management and Technical Support to validate SafeTrace Tx.
Validation deliverables and options include:

Standard Services		Description
☑	PeopleMED®	
	Project Management	PeopleMED validation services include: - Customer Validation Plan - Electronic Crossmatch Validation - Custom Risk Analysis per FDA Guidelines - Customization of Test Case Procedures - Test Case Execution - Custom Validation Report Minimal 6 week effort
0	**Additional Worksite Validation** *(beyond the initial worksite per workstation)*	
0	**Test Analyzer Instrument Interface Validation**	
0	**HL7 Orders and Results Interface Validation**	

Fees

	Standard Services	$46,680	*18%*	*-$8,402*	$38,278
	Optional Services	$39,120	*18%*	*-$7,042*	$32,078
	Validation Services	$29,000	*10%*	*-$2,900*	$26,100

Customer shall pay the one-time fee in accordance with the terms of the Agreement. **$96,456**

This quotation is valid until May 31, 2016.

Annex B-2
Validation Services

Critical Care SafeTrace TX PeopleMed Validation Assumptions

Customers are responsible for Standard Operating Procedures (SOP's), system definition, table builds and preliminary testing, which must be complete prior to validation commencement. Client is responsible for providing a secure connection and remote access to system to be validated. The project's schedule may be compromised if system access is delayed.

Prices described are for standard validation efforts. Extended validation of special or unusual settings, atypical user set-up or conditions, ambiguous SOP's, custom reports, or other tasks or any change in scope will result in additional fees.
Services and pricing discounts are valid for one project with the quantity of deliverables described in this agreement. All software must be stable and in a state of readiness for validation prior to kickoff of the validation project. During the validation project, software will not be modified by configuration, upgrade, changing settings, hardware update or by any other means. Any such changes are not included in the scope of this project and will result in increased cost and delay in the project schedule.
Validation services are provided specifically and only to evaluate safety functions to help users mitigate potential risk in using the software system in a production environment. Functions or features which cannot be determined to be associated with safety risk are not included.

Pricing does not include services for BloodTrack, instrument interface, analyzer interface or other information system interface validation, HL7 interfaces, test result interfaces, interfaces to point of care devices, mobile uploads or downloads, infectious disease test result upload validation, interfaces to reference laboratories, interfaces to or validation of HLA matching, validation of billing activities, billing interface validation, validation of any other ancillary software or system, other uploads or downloads, or validation of recruitment functions or interfaces to recruiting, scheduling or ordering information systems. Pricing does not include validation of Active Directory integration. Testing of Reagent QC features or functions are not included in contract pricing. Validation of any audit service functions and validation for HIPAA compliance, functions or features is not included in contract pricing.

Travel expenses are not included. All travel related expenses will be the responsibility of the client.

Client resources are required for assistance with test case analysis and any evaluation of system-generated paper or other hard-copy output.

The validation of custom reports will result in additional fees.

Clients are responsible for reviewing and documenting review of all validation activities and maintaining compliance with validation procedures, regulations, laws and requirements of accrediting and other agencies.

Pricing is for standard efforts to validate one system installation deployed at one worksite location. All setup, configuration and other tasks required for validation must be ready at time of kickoff for all validation projects. All validation activities will be performed one time in one project on one software system. Redundant testing of like functionality will not be duplicated or performed in any manner, including any efforts at another worksite(s) or location(s). The validation of additional facilities and/or additional worksites, multiple installations, multiple databases, multiple configurations or non-common table settings or any separate, duplicate, individual or repeat validation of any facility worksite or location, including any centralized functions, is not included and will result in additional fees. Pricing is for validation in English language only and for use of all system displays, features and functions in English only.

All document formats will be standard Haemonetics format. Re-editing, reformatting or otherwise manipulating test case procedures, validation plan, risk analysis, validation report or any other validation deliverable to different specifications or SOPs will require additional time and result in additional cost. All documentation delivered for approval will not be manipulated without additional cost. Additional work for duplicate or repeat deliverables, individual testing for multiple sites or installations, or any testing beyond the scope of one project as defined by the above quantity of services and deliverables will result in additional fees. Any other considerations where separate, multiple or additional validation plan, test cases or validation report are requested will result in additional fees.

Pricing includes one validation project with one set of deliverables. The number of Test Case Procedures (TCPs) will be determined by a Risk Analysis, which is developed during validation planning. For SafeTrace Tx and MBB, a maximum of 90 TCPs may be performed for a go live. Additional Test Case Procedures will require additional fees. Excludes all component modifications other than "Auto Thaw" for FFP.

For SafeTrace Tx and MBB, client production environment must be at or above v3.5.1 or additional charges will be required.

Invoices for services will be generated upon the delivery of a Validation Report. Customer will be billed for services rendered if they decide to cancel the project before completion.

Payment for all services is due net thirty (30) days from invoice date.