Quote Number: Q-242197
Quote Date: 02/23/2026

Customer billing information:

SOLD TO ACCOUNT# (Owner) 0100047607
SAN BERNARDINO COUNTY on behalf of
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER AVE
COLTON, CA 92324-1801

EQUIPMENT BILL TO ACCOUNT# 100182722
SAN BERNARDINO COUNTY on behalf of
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER AVE
COLTON, CA 92324-1801

Customer Equipment Purchase Order Number/Information (optional): _____

SALES ORDER AGREEMENT

This Sales Order Agreement ("Agreement") is between Alcon Vision, LLC ("Alcon"), a limited liability company organized and existing under the laws of the State of Delaware, located at 6201 South Freeway, Fort Worth, TX. 76134, USA and SAN BERNARDINO COUNTY on Behalf of ARROWHEAD REGIONAL MEDICAL CENTER ("Customer"), a political subdivision organized and existing under the laws and constitution of the State of California, having a facility located at 400 N PEPPER AVE, COLTON, CA 92324-1801, with Alcon Account Number 0100047607. Alcon and Customer may individually be referred to as a "Party" and collectively as the "Parties." This Agreement will be effective upon full execution by authorized signatories of the Parties ("Effective Date"). Until fully executed by both Parties, this document does not constitute a binding offer or acceptance on behalf of either Party, and no obligation herein may be enforced in any manner whatsoever.

AGREEMENT TERMS AND CONDITIONS

1. **Program Summary**. Alcon shall sell to Customer, and Customer shall purchase from Alcon, the equipment listed and described below ("Equipment"), pursuant to the terms and conditions set forth in this Agreement. Customer agrees to pay for the Equipment, and any applicable System Service Fee(s), as hereinafter defined, in the amounts outlined in this Agreement.

1.1. **Equipment Table**

QTY	Product Code	Product Description	Extended List Price
1.0	900242708	ARGOS BIOMETER (ZKIT FOR PROPOSER ONLY)	$ 87,000.00

1.2. **Purchase Summary**

Purchase Total:	$87,000.00
Less Discounts (excluding trade-in):	$42,000.00
Less Trade-in Equipment Discount:	$0.00
Rollover Balance:	$0.00
Purchase Price:	$45,000.00

1.3. **Installation Site**. (Equipment will be shipped to the following location)

0100047607
SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER AVE
COLTON, CA 92324-1801

1.4. **Special Finance Instructions.**

1.5. **Estimated Shipping Date**

Customer will accept delivery of the Equipment 30 days after the Effective Date (the date can be extended based upon customer needs)

1.6. **Service Enrollment**

Customer is automatically enrolled for a Service Plan, which provides for service following expiration of the Equipment Warranty (or time of sale service, if applicable). If Customer does not wish to be automatically enrolled in a Service Plan, please so indicate here. ☐

All Alcon Service Plans are governed by the Alcon Terms of Service https://www.myalcon.com/products/surgical/clinical-technical-services/index.shtml,(see attachment A), which are hereby incorporated by reference.

For questions regarding Alcon Service Plans, please contact **Service.Contracts@Alcon.com** or Toll Free **(800) 832-7827 #4**

[*Remainder of Page Intentionally Left Blank]*

2. **Purchase Price and Payment**.

2.1. **Purchase Price**. The Purchase Price set forth in the Purchase Summary represents the price for the products and services described in the Equipment Table, less any applicable discounts and trade-in equipment discount, and may include existing amounts owed by Customer to Alcon.

2.2. **Payment Terms**. Payment for any invoices issued by Alcon pursuant to this Agreement will be Due 60 days from invoice date unless otherwise agreed to in writing by Alcon. Failure of Alcon to provide a timely invoice does not excuse Customer from payment.

2.3. **Shipping**. Delivery, All products purchased directly from Alcon are shipped F.O.B Origin, freight and insurance is prepaid and added to the invoice. Alcon shall assist Customer with any issues related to shipping.

2.4. **Taxes**. The **Purchase Price** under this Agreement is exclusive of taxes. Customer is solely responsible for all transactional taxes, including but not limited to sales and use taxes, value added taxes, and other transactional charges such as duties, levies, customs, tariffs, imposts, and government assessments that may be applicable to Customer's Equipment purchase. To the extend required by law, Alcon shall calculate, collect, and remit any applicable state and local sales tax to the appropriate taxing jurisdiction. The applicable tax will be paid by Customer unless Customer provides Alcon with a valid exemption certificate for the applicable jurisdiction prior to invoicing. Customer agrees to indemnify and hold Alcon harmless from any taxes, interest, penalties, or other amounts assessed by any taxing authority arising out of or relating to (i) Customer's failure to pay Taxes for which it is responsible under this Agreement; or (ii) Customer's failure to provide accurate, valid, and timely tax-exemption documentation.

2.5. **Service Charges for Late Payment**. If Alcon retains a collection agent or initiates any legal action to recover any amounts due hereunder, a service charge may be added to unpaid invoices from the date of such referral or initiation, at Alcon's option, at the rate of 1½% per month (18% per year) or the maximum legal rate, whichever is less.

2.6. **Invoicing**. Alcon shall have the option to invoice Customer for any amounts immediately due hereunder upon: (i) shipment of the Equipment to Customer; (ii) the installation of the Equipment at Customer's location; (iii) completion of necessary training related to the Equipment; or (iv) the Estimated Shipping Date set forth above.

3. **Ownership and Proprietary Rights**.

3.1. **Ownership**. Title to the Equipment transfers to Customer upon Alcon's receipt of all sums owed for the Equipment subject to the terms and conditions of this Agreement. Notwithstanding transfer of title of Equipment hardware, Customer agrees and acknowledges that (a) all Alcon intellectual property rights covering or related to Equipment hardware or software, including any registered or unregistered patents, copyrights, trademarks, or trade secrets, and (b) all software incorporated in the Equipment (including any upgrades, modifications, or enhancements which may be incorporated in the future), shall remain the exclusive property of Alcon.

3.2. **Intellectual Property Rights**. The Equipment, including all related hardware and software, embodied in or related to the Equipment is proprietary to Alcon and protected under patents, copyrights, and/or trade secret rights owned by Alcon now or in the future or under which Alcon is authorized to grant licenses as of the Effective Date (collectively, the "Alcon Rights"). Except as may be expressly set forth in writing in an accompanying license addendum, no right, license, interest, or immunity under any Alcon Rights, including the right to use Equipment under Alcon Rights, is granted to Customer or any other party. To the extent, Equipment is subject to one or more patents, copyrights, trademarks, trade secrets and/or other intellectual property rights for which a licensing, system, procedure, or usage fee ("System Service Fee") is required to enable enhanced features of the Equipment pursuant to the terms and conditions in the System Service Contract, attached hereto and incorporated herein as Exhibit A if specified in Special Financial Instructions above. Customer acknowledges and agrees that it has no right to use the Equipment unless and until any System Service Fee is paid in accordance with the System Service Contract. Customer grants Alcon a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Equipment (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Authorized Users related to the Equipment and Application (as defined below).

3.3. **Security Interest and Agency**. Alcon reserves all rights under applicable laws to register a purchase money security interest or lien on the Equipment. The value of Alcon's security interest or lien equals the purchase price of the Equipment and will be satisfied upon payment in full. Customer represents and warrants that the location of Customer's primary place of business and Customer's legal name are as set forth in the Sold to Account information above. Customer hereby appoints Alcon or its agent as Customer's limited attorney-in-fact to execute and record all documents reasonably necessary to reflect Alcon's ownership interest hereunder. Until Customer's financial obligations hereunder have been paid in full, Customer shall: (i) preserve its corporate existence and not merge into or consolidate with any other entity (whether as one transaction or a series or related transactions) or sell all or substantially all of its assets without notifying Alcon of such event and entering into an appropriate amendment to this Agreement; (ii) not change the state of incorporation or its corporate name without providing Alcon at least 30 days' advance written notice; (iii) not move the Equipment from the Installation Site, as hereinafter defined, without prior written approval of Alcon; (iv) not remove, conceal, or deface any labels, plates, stenciling, or decals placed upon the Equipment to give notice of Alcon's interest in the Equipment; and (v) keep the Equipment free and clear of all liens, claims, and encumbrances in favor of another.

3.4. **Alcon Proprietary Marks**. Customer acknowledges and agrees that the name "Alcon," the name of the Equipment, and all associated logos, branding, and design elements (collectively, the "Marks") are the exclusive property of Alcon. Customer further acknowledges and agrees that the Marks are valuable assets of Alcon and that substantial recognition and goodwill are associated with the Marks. Customer shall not take any action inconsistent with Alcon's ownership of the Marks, and all uses by Customer of the Marks shall inure to the benefit of Alcon.

4. **Delivery of Equipment**.

4.1. **Risk of Loss; Insurance**. Equipment shipped by Alcon will be delivered to Customer F.O.B. Origin, with risk of loss passing to customer upon shipment Alcon shall obtain transit insurance coverage for the equipment at Customer's expense during shipment. Charges for such insurance coverage are included in the shipping and handling charges set forth on the invoice and shall be paid by Customer. Customer shall cooperate with the transit insurer in processing any damage or loss claim. Following Delivery of the Equipment to the Installation Site, Alcon shall have no further obligation to obtain insurance for Customer.

4.2. **Installation Site**. Customer shall be responsible for preparing, at its expense and prior to delivery of the Equipment, a site suitable for the installation and operation of the Equipment and in compliance with applicable laws and any specifications that Alcon may supply to Customer ("Installation Site"). Alcon will not be liable for, and Customer agrees to indemnify and hold Alcon harmless from any liability resulting from, non-standard methods of installation (or such other installation methods not made in accordance with product specifications), including, but not limited to, ceiling-mount installations. Delivery of the Equipment in undamaged condition to Customer's Installation Site shall constitute delivery to Customer ("Delivery"). The Equipment shall remain at the Installation Site. If Customer intends to move the Equipment to another location after Delivery of the Equipment, Customer shall provide Alcon written notice prior to such move and obtain Alcon's consent prior to moving the Equipment. If the Equipment is transferred in violation of this Agreement, all warranties shall be void, and Alcon shall be under no obligation to provide service or warranty coverage for such Equipment.

4.3. **Installation**. At an agreed-upon time following Delivery of the Equipment, Alcon personnel shall install the Equipment at the Installation Site and perform applicable tests to determine that the Equipment is operating in conformance with Alcon's product documentation for the Equipment ("Installation").

5. **Training**. Alcon may, as appropriate, provide Customer with training on, and support of, the Equipment in accordance with the Clinical Training Plan. For certain products, Alcon has established minimum recommended training for the safe and effective use of the Equipment, which will be achieved once at least one qualified surgeon able to perform surgeries with the Equipment at Customer's facility has received the minimum recommended training ("Minimum Training Requirement"). Customer agrees not to make use of such Equipment except as required for the purpose of training toward the Minimum Training Requirement until the Minimum Training Requirement is met.

6. **Trade-in Equipment**. Trade-in equipment ("Trade-In Equipment"), if applicable and described in the Purchase Summary, must be returned within 90 days of Delivery, or Customer agrees to pay Alcon the trade-in value of the Equipment specified therein (plus applicable taxes) upon invoicing. Customer represents and warrants to Alcon that it has the legal right to transfer title to, and surrender possession of, such Trade-In Equipment to Alcon. Customer further represents and warrants to Alcon that Customer either: (a) owns all right, title and interest in such Trade-In Equipment free and clear of any third party liens, security interests or other encumbrances of any kind (collectively, "Liens"); or (b) has provided Alcon with a complete written list of such Liens. Customer agrees to obtain, or facilitate Alcon in obtaining, full releases of any such Liens either prior to or promptly after surrendering

possession of the Trade-In Equipment to Alcon. Customer agrees to indemnify Alcon from any claims resulting from a breach of any of the warranties in this section.

7. **Customer Representations**.

7.1. Customer acknowledges and agrees that it: (i) has selected the Equipment based on its professional judgment and expressly disclaims any reliance upon any statements made by Alcon or any agent of Alcon unless provided herein; (ii) is purchasing the Equipment for its own use and not for resale or distribution, and any violation of this acknowledgment shall be a material breach of this Agreement; and (iii) shall use the Equipment only in normal operations for the purposes for which it was designed and shall cause the Equipment to be operated only by competent and qualified personnel and in accordance with applicable manufacturer's instructions. Additionally, Customer acknowledges and agrees that the use of the Equipment other than in accordance with the published instructions or with any disposable or consumable products that are not sold, authorized, or validated by Alcon, is at Customer's sole risk, and Customer hereby releases Alcon (and Alcon hereby disclaims) from any liability for such use.

7.2. The Parties acknowledge that the restriction on resale or distribution in the section above shall not apply to those customers who are participating in the Small Business Administration's 8(a) Program or resale by a financing company in connection with the finance of the Equipment.

8. **Equipment Warranty and Maintenance**.

8.1. **Warranty**. From the date of first Installation, Alcon warrants that the Equipment is free from defects in materials and workmanship (the "Warranty") for a period of one (1) year for new ophthalmic surgical Equipment; or six (6) months in the case of recertified (or refurbished, demo, or other similarly-described) ophthalmic surgical Equipment. For the ARGOS® Biometer), such period is three (3) years for new Equipment; or two (2) years for recertified (or furbished, demo, or other similarly-described) ophthalmic surgical Equipment. Such Warranty is contingent on proper Equipment installation, maintenance, and operation in accordance with the published instructions. If the Equipment is subject to federal or state consumer warranty laws, Alcon's limited Warranty included with the Equipment applies in place of such warranties; provided, however, that if such warranties cannot be disclaimed, Alcon limits the duration and remedies of such warranties to the duration and remedies available hereunder. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND MADE ONLY TO CUSTOMER. ALCON MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER PRODUCTS, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ALL WARRANTIES ARE IMMEDIATELY VOID IF THE EQUIPMENT IS SERVICED BY CUSTOMER OR A THIRD-PARTY, OR IF THE EQUIPMENT OR PRODUCTS ARE NOT USED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

8.2. **Maintenance**. Following expiration of the Equipment Warranty (or time of sale service, if applicable), Customer will automatically be enrolled in a Service Plan, provided that Customer does not opt out as provided in Section 1.6, above. Customer shall be responsible for ensuring that the Equipment is maintained according to Alcon's published instructions. Failure to

maintain the Equipment shall be a material breach of this Agreement and may void applicable warranties, and Alcon shall bear no liability or responsibility for such Equipment failure, nor shall such failure excuse Customer from making payments under this Agreement.

8.3. **Limitation of Liability**. For any Warranty claim hereunder, Alcon's sole and exclusive liability and Customer's sole and exclusive remedy shall be limited to either, at Alcon's sole option, the (a) repair or replacement of any goods which are the subject of any such breach, using new or recertified parts; or (b) refund of the price paid for such goods. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL ALCON'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO CUSTOMER FOR ANY CAUSE EXCEED THREE (3) TIMES THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED.

9. **Termination.**

9.1. **Term**. The term of this Agreement shall commence on the Effective Date and shall remain in force until the Purchase Price is fully paid, unless earlier terminated earlier in accordance with this Agreement or by written agreement of the Parties ("Term").

9.2. **Termination By Customer.** At any time after shipment of the Equipment, but prior to Delivery, Customer may terminate this Agreement without cause by providing written notice to Alcon. In such event, if Alcon determines in its sole discretion that it has been substantially harmed by such termination, Alcon may invoice Customer for liquidated damages, but not as a penalty, in an amount equal to 15% of the Purchase Price of the Equipment.

9.3. **Termination By Alcon**. Prior to full payment of the purchase price, Alcon may, in its sole discretion, terminate this Agreement at any time upon written notice if Customer breaches any material term of this Agreement and such material breach remains uncorrected for 15 calendar days. A material breach includes, but is not limited to, (i) Customer's failure to make any payment when due under this Agreement; (ii) Customer's failure to fulfill any term or provision of this Agreement; or (iii) Customer's bankruptcy, insolvency, business failure, or termination of existence.

9.4. **Rights upon Termination**. Termination of this Agreement shall not prejudice any of the Parties' rights and obligations which have accrued prior to termination. If Alcon terminates this Agreement, Alcon may do any one or more of the following without the requirement of further notice (including notice of acceleration): (i) reduce any claim to judgment; (ii) foreclose all liens and security interests securing payment of the Equipment (iii) repossess the Equipment without a breach of the peace; (iv) require Customer to immediately return the Equipment to Alcon, at Customer's expense; and (v) exercise any other rights or remedies under this Agreement or applicable law, including, without limitation, the rights of a secured creditor under the Uniform Commercial Code. If Alcon engages an attorney to enforce any of its rights or remedies and/or collect any amounts due under this Agreement, Customer agrees to pay Alcon's enforcement and collection costs, including but not limited to, reasonable attorneys' fees and court costs.

10. **Compliance with Laws**. Customer and Alcon shall, in connection with this Agreement, comply with all applicable United States federal and state laws, regulations, and other

authorities, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b) and comparable state laws. Customer shall comply with, and shall cause each Equipment user to comply with, all applicable laws affecting the Equipment, including, without limitation, the Federal Food, Drug, and Cosmetic Act as well as all applicable rules, regulations and any labeling promulgated thereunder. Customer shall not remove or tamper with any label affixed to the Equipment. Customer and the Equipment users shall use the Equipment in accordance with the Equipment user's manual as same may from time to time be amended.

11. **Adverse Event and Recall**. Any adverse event, malfunctions, or quality complaints related to the Equipment shall be handled by Customer and Alcon according to local legal requirements. If Alcon is required by law, regulation, direction, or any other reason to recall the Equipment, Customer shall fully cooperate with Alcon in such recall of the Equipment.

12. **Miscellaneous**.

12.1. **Confidentiality and Non-Disclosure**

12.1.1. **Disclosing Party/Receiving Party**. Each Party, when receiving the Confidential Information of the other Party, is a "Receiving Party" and the other Party in such case is a "Disclosing Party.

12.1.2. **Confidential Information Defined**. "Confidential Information" means all nonpublic information, whether disclosed by a party or its affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005).

12.2. **Confidentiality Generally**. Each Party, as a Receiving Party, will do the following things with regard to the Confidential Information of the other Party.

12.2.1. Prevent the disclosure of the Confidential Information by Receiving Party and each of Receiving Party's employees, consultants, contractors, agents, and/or professionals to any third party other than as permitted under this Agreement.

12.2.2. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of the Equipment in accordance with this Agreement (the "**Purpose**").

12.2.3. Disclose the Confidential Information only to such of Receiving Party's employees, consultants, contractors, agents, and professionals who have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising Receiving Party with regard to, the Purpose.

12.2.4. Cause each employee, consultant, contractor, agent, or professional to whom Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Section.

12.2.5. Return or destroy all written or other tangible copies of Confidential Information in Receiving Party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, Disclosing Party's request. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of Confidential Information for purposes of monitoring its obligations under this Agreement or to comply with applicable law.

12.3. **Exceptions to Confidentiality**. Nothing in this Section will prevent Receiving Party from disclosing or using the Disclosing Party's Confidential Information to the extent that:

It is already known by Receiving Party if:

12.3.1. The Confidential Information is not subject to a previous obligation of Receiving Party to keep such Confidential Information confidential, and

12.3.2. The Confidential Information was not received in violation of a previous confidentiality obligation of Receiving Party or a third party of which Receiving Party knew or had reason to know;

12.3.2.1. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of Receiving Party;

12.3.2.2. It is received from a third party that is not under an obligation of confidentiality of which Receiving Party knew or had reason to know;

12.3.2.3. It was independently developed by Receiving Party without use of the Confidential Information; or

12.3.2.4. It is required by law to be disclosed, provided that Receiving Party, to the extent not prohibited by law:

12.3.2.5. Provides to Disclosing Party as much notice as is practicable under the circumstances of such requirement prior to disclosure; and

12.4. **Duration of Confidentiality Obligations**. The confidentiality obligations under this Agreement will continue after disclosure of each item of Confidential Information for the longer of:

12.4.1. The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of Disclosing Party; or

12.4.2. Three years after expiration or termination of this Agreement.

12.5. **Disclosures in the Course of Operating the Application**. Notwithstanding the foregoing, Alcon may disclose Customer's Confidential Information to third parties who are Alcon's vendors or providers of goods or services or other third parties to the extent necessary to operate the Equipment and otherwise provide the Equipment under this Agreement. Customer shall not use this Agreement as a basis for competitive solicitation.

12.6. **Force Majeure**. Neither party shall be liable for any failure or delay in the performance or shipment of any order when such failure or delay is directly or indirectly caused by or in any manner arises or results from fire, flood, accident, riot, war, governmental interference, rationing, allocations or embargoes, strikes or shortages of labor, delay in delivery of material by suppliers, or other difficulties (whether or not similar in nature to any of the foregoing) beyond its control.

12.7. **Governing Law**. This Agreement is governed by and construed in accordance with the substantive and procedural laws of Delaware (without regard to conflict of law principles).

12.8. **Notices**. All notices required or permitted under the Agreement shall be sufficient if sent via U.S mail or express courier delivery to a Party at its address as set forth in this Agreement, or at such other address as the Party may designate to the other in writing from time to time. Any such notice mailed via U.S. mail shall be effective three (3) days after it has been duly

addressed and postmarked via the U.S. Postal Service. Notices may be delivered electronically only with written acknowledgment of receipt by the other Party, effective upon such acknowledgement of receipt.

12.9. **Entire Agreement**. This Agreement, including all of the Exhibits or attachments hereto, constitutes the final entire Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any other agreements or proposals, whether oral or written, pertaining to the subject matter hereof, including, without limitation, any purchase order issued by Customer. Alcon objects to and shall not be bound by any terms and conditions contained in Customer's purchase order forms (regardless of when such purchase order is issued by Customer).

12.10. **Survival**. The rights and obligations of the Parties under the following sections survive expiration or termination of this Agreement: Confidentiality, Compliance with Laws, Adverse Event and Recall, and Governing Law.

12.11. **Waiver**. No claim or right arising out of any term or condition of this Agreement or out of any breach of this Agreement can be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing signed by the party granting such waiver. If any term or condition of this Agreement is held invalid, the remaining terms and conditions of this Agreement shall not be affected thereby.

12.12. **Assignment**. Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of these restrictions shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of Customer and Alcon, their respective successors, and permitted assigns.

13. **Electronic Signatures**. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Remainder of page intentionally left blank.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date noted above.

SAN BERNARDINO COUNTY

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Alcon Vision, LLC
(Print or type name of corporation, company, contractor, etc.)

By Lindsay Robbins
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title Associate Director, NA Contracts
(Print or Type)

Dated: _____

Address 6201 South Freeway
Fort Worth, TX 76132