



Contract Number

SAP Number
4400018924

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

Andrew Goldfrach
(909) 580-6150

Contractor

AvaSure, LLC

Contractor Representative

Kellen Gilmore

Telephone Number

(503) 523-6484

Contract Term

April 7, 2022 – April 6, 2027

Original Contract Amount

\$810,720

Amendment Amount

\$100,574

Total Contract Amount

\$911,294

Cost Center

9187214200

Grant Number (if applicable)

N/A

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

It is hereby agreed to amend Contract No.4400018924, executed by and between AvaSure, LLC and San Bernardino County, on behalf of Arrowhead Regional Medical Center, and effective as of March 15, 2022 (Agreement) as follows:

1. Exhibit D-1, as attached hereto, is incorporated into the Agreement as though full set forth therein.
2. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**
Contractor has disclosed to the County using Attachment A – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

- 3. Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.
- 4. Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Amendment, as applicable.
- 5. Counterparts.** This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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 Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

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

By _____

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Deputy _____

AVASURE, LLC

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

By _____

(Authorized signature - sign in blue ink)

Name: Kyle Pett

(Print or type name of person signing contract)

Title: President & COO

(Print or Type)

Dated: _____

Address:
5801 Safety Drive
Belmont, MI 49306

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Bonnie Uphold, Supervising Deputy County
Counsel

Date _____

Reviewed for Contract Compliance

►
Date _____

Reviewed/Approved by Department

►
Andrew Goldfrach, ARMC Chief Executive Officer

Date _____



ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: AvaSure, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: CEO – Adam McMullin; President – Kyle Pett
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
n/a
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
AvaSure Opco Holdings, Inc.	AvaSure, LLC is a wholly owned subsidiary of AvaSure Opco Holdings, Inc., which is ultimately owned by AvaSure Holdings, LLC

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
n/a	

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9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

SUBSCRIPTION SCHEDULE

This Subscription Schedule adopts and incorporates the terms and conditions of the Agreement dated March 15, 2022 between AvaSure and San Bernardino County. This Schedule is subject to, and supplements the Agreement with respect to the license of certain Software, Program Materials and other Deliverables, the lease of certain Equipment, and the provision of certain Services by AvaSure to the Client (or Affiliate) executing this Schedule and is expressly incorporated into and made a part of the Agreement. Any Affiliate executing this Schedule is agreeing, solely for purposes of the lease terms under this Schedule, to be a separate and distinct Client or Party under the Agreement and its corresponding terms and obligations. Capitalized terms used in this Schedule shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein. In the event of any conflicting terms in this Schedule and the Agreement, the Agreement shall control.

AvaSure will provide to Client and/or its Affiliate(s) designated at the location below ("Deployment Location") the Deliverables specified and at the pricing designated herein, consistent with the terms and conditions of the Agreement.

DEPLOYMENT LOCATION(S)

The AvaSure Virtual Care Solution elements designated herein will be installed in the following facilities / locations:

Name of Location	Address, City, State
Arrowhead Regional Medical Center	400 North Pepper Avenue, Colton, CA

SOFTWARE LICENSES

Subscription Term	Description	Included	Not Included
2 Years	AvaSure Software – Enterprise Server License(s)	X	~
2 Years	AvaSure Software – Enterprise Client License(s)	X	~

Included in Subscription Term:

Description	Included	Not Included
AvaNET Silver Support Services (see Exhibit B to Agreement)		
- Provide 24x7x365 Support Services	X	~
- Software Updates and Upgrades Coverage		
- Equipment Warranty Coverage		
Clinical Program Materials License	X	~
AvaSure Analytics™ Subscription and License (see Exhibit C to Agreement)		
- Annual subscription		
- Metrics export license	X	~
- Adverse event tracking		
- Customizable utilization and patient reporting		
- Updates and additional Metrics releases		
eLearning Modules	X	~

EQUIPMENT LICENSES AND REQUIREMENTS

Guardian Hardware – Mobile One-Way (wireless)

Qty.	Description	AvaSure Supplied	Client Supplied
As Needed	Computer Server*	~	X
	Monitor Station PC	~	X
	Large Screen Monitor	~	X
As Needed	Wireless Coverage in Rooms	~	X
	Network Switch / Switch Ports	~	X
	Active Network Port per Room	~	X
	110VAC Power Connection per Room	~	X
7	Guardian Hardware – Mobile One-Way (wireless)	X	~
~	Spare Parts Kit	~	~
7	Removeable Power Cords – US 10' Medical	X	~

EQUIPMENT INSTALLATION SERVICE DELIVERABLES

Exhibit D-1: SUBSCRIPTION SCHEDULE

Deployment Location(s): Arrowhead Regional Medical Cener

Quote # 56499

San Bernadino County

AvaSure Master Agreement

Guardian Hardware – Mobile One-Way

Qty.	Description	AvaSure Supplied	Client Supplied
7	Configuration & Test Wireless Settings on Guardian Hardware	X	~
7	Configuration & Test Wireless Network Settings with Guardian Hardware	~	X
7	Verify Connectivity to Hospital Wireless System for Wireless Guardian Hardware	X	~
7	Configure & Test Guardian Hardware – Mobile One-Way	X	~

PROFESSIONAL SERVICES
Technical Deployment and Training Services Deliverables: Remote.

Qty.	Description	AvaSure Supplied	Client Supplied
7	Device Configuration Pre-Ship	X	~
1	Phone / Email Support to Onsite Staff	X	~
7	Unbox, assembly and connection of devices	~	X
1	Remotely Install, Configure & Test AvaSure Software – Standard/Enterprise	X	~
1	Connectivity Testing & Troubleshooting	~	X
7	Remotely Add Devices to Server	X	~
1	Remote Configuration / Test Support	X	~
As Needed	Pull 110VAC Power Cabling & Fixtures & Termination at Room As Needed	~	X
	Provision of Static IP Address for Server	~	X
	Provision of SecureLink access and Local Admin Rights for AvaSure Personnel	~	X
7	Disposal of shipping materials including cardboard and foam	~	X

AvaSure Clinical Services:

Qty.	Description	AvaSure Supplied	Client Supplied
1	AvaSure Clinical Services <ul style="list-style-type: none"> • Policy & Procedure Planning • Resource sharing & guidance • Program development and best practices • Travel Cost & Time • Monitor Staff interactive practice • Global Hospital Awareness training • Go Live support • Follow-up visits in accordance with AvaSure policies. 	X	~
1	Clinical Contact on-site for support during training and Go Live	~	X
1	Clinical educator or other hospital staff available at each site to assist with on-site training and Go Live Support	~	X
1	Clinical educator or program lead available at each site to co-present a leadership session with AvaSure trainer(s)	~	X

AvaSure Project Management Services:

Qty.	Description	AvaSure Supplied	Client Supplied
1	Dedicated AvaSure Project Manager to remotely coordinate tasks, resources and timelines for the technical implementation, clinical policies & procedures, trainings and Go Live	X	~

FUNCTIONAL SPECIFICATIONS OF DELIVERABLES

All Guardian Hardware (excluding Access)
<ul style="list-style-type: none"> • PTZ Camera with 10x optical zoom, 4x digital zoom • Internet Protocol Based Communications over Ethernet 10\100\1000 Base-T • 360-degree pan with Auto-Flip • Camera Dome • High resolution 704x480 up to 1920x1080 • 940 nm (invisible) infrared Light for low light viewing conditions

Exhibit D-1: SUBSCRIPTION SCHEDULE

Deployment Location(s): Arrowhead Regional Medical Center

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AvaSure Master Agreement

<ul style="list-style-type: none"> • Speaker and Microphone for 2-way audio communication • Privacy Mask • LED Courtesy Lamp • Software-controlled courtesy Chime
Guardian Hardware Wireless Systems
<ul style="list-style-type: none"> • IEEE 802.11 a/b/g/n/ac WiFi compliant • Zero footprint
Computer Server (Client Supplied)
<ul style="list-style-type: none"> • Minimum 4 vCPU or Cores 2.6 GHz, 8 GB RAM, 100 GB OS partition + 100 GB data partition • Microsoft Windows® 2016 Server • Microsoft .NET 4.7.2 • AvaSure will install all other required software, no additional licensing necessary
Monitor Station PC (Client Supplied)
<ul style="list-style-type: none"> • Minimum Intel i5 quad core 2.6 Ghz; recommended Intel i7 67000 or higher, 8GB RAM • HD 520 Integrated Graphics or better with latest driver from GPU manufacturer • Microsoft Windows® 10 Professional/Enterprise 64-bit • Microsoft .NET 4.7.2 Framework • Thick Client installation • Minimum 40-inch Widescreen Flat Panel Display or Equivalent, with 1920/1080 resolution
Clinical Program Materials License
<ul style="list-style-type: none"> • The Clinical Program Materials License is defined as one master set of program materials for each Deployment Location
AvaSure Software – Enterprise Server License
<ul style="list-style-type: none"> • The AvaSure Software – Enterprise Server License is defined as one license per server instance, and is not tied to a specific site or location • multiple licenses may be used on virtual or physical servers to handle the load for any particular site • horizontal scaling • Server cluster software, database replication, client load balancing, automatic client failover. • each additional server requires an additional license • If Client is part of a hub/spoke system, a new server license will be required for each spoke in the event the hub fails to maintain an active AvaNET SSA
AvaSure Software – Enterprise Client License
<ul style="list-style-type: none"> • Full-Screen Utilization • Courtesy reminders and Observer Alertness • Privacy On/Off • Stat Alert Alarm • Foreign Language Feature • Dynamic Notes • Adverse Event tracking and avoidance (requires Analytics subscription) • Wireless signal meter with colored bar indicator as signal decreases. • Concurrent License may be installed on multiple monitoring stations, server will allow concurrent connection for each licensed purchased. • Automatic Client failover to any active server configured in Enterprise Cluster. • Client may create a redundant environment for disaster recovery purposes.
Test Server License (Enterprise)
<ul style="list-style-type: none"> • Requires active Subscription • Consists of: one (1) AvaSure Software – Enterprise Server, one (1) AvaSure Software – Enterprise Client, and two (2) device test licenses • Does not include: additional languages or Metric Export • Expiration of Test License is equal to that of Client's Subscription term
AvaSure Software – Episodic Application License(s)
<ul style="list-style-type: none"> • Creates an opportunity to view and communicate with patient as needed (episodic) from a remote location • Easy web-based access for providers from a remote location (office, laptop, or PC) • AvaSure's Guardian Two-Way Mobile device provides 2-way video and 2-way hands-free audio • Use subject to terms of current EULA • Requires separate cloud-based server from AvaSure TeleSitter Solution environment

Exhibit D-1: SUBSCRIPTION SCHEDULE

Deployment Location(s): Arrowhead Regional Medical Center

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AvaSure Master Agreement

<ul style="list-style-type: none"> Requires Standard or Enterprise Server
AvaSure Software – Episodic Server License(s)
<ul style="list-style-type: none"> Cloud-based (Remote) Application Server – requires AvaSure Hosted Cloud Leverages Active Directory groups through Standard or Enterprise Server Automatically adjusts resources based on demand Additional licenses are required for extra servers New license required if hub subscription lapses Adheres to industry-standard security protocols Automated backups and robust recovery options
AvaSure Analytics™ Subscription and License
<ul style="list-style-type: none"> Annual Subscription required Metric Export Adverse Event Tracking Operational dashboard access
Foreign Language Feature
Subscription language pack includes pre-recorded commands/prompts in all of the languages currently available from AvaSure: Arabic, Armenian, Bengali, Bhutan, Bosnian, Burmese, (Burmese) Karen Sgaw, Cantonese, Croatian, English, Farsi, French (EU), French Canadian, German, Greek, Haitian Creole, Hindi, Hmong, Italian, Japanese, Khmer, Korean, Laotian, Mandarin, Nepali, Philippines Tagalog, Polish, Portuguese, Russian, Sgaw Karen\Sgaw Kayin, Somali, Spanish, Swahili, Uzbek, Vietnamese, Marshallese

SUBSCRIPTION TERM

The Subscription Term shall commence on November 1, 2025, and continue until April 9, 2027 ("Subscription Term"), unless otherwise terminated in accordance with the Agreement.

Upon expiration or termination of this Agreement for any reason, Client shall immediately discontinue use of the Software and Equipment, and return to AvaSure or destroy all copies of the Software, Program Materials and Documentation, and each Party shall return to the other any and all materials containing the other Party's Confidential Information.

Client shall further promptly (within fifteen (15) business days) of termination or expiration of this Agreement, request an RMA from AvaSure and return all Equipment and other Deliverables to AvaSure, freight and insurance for such return to be paid by Client. Any damage or repair costs related to such damage to the Equipment except for normal wear and tear will be charged to Client.

In the event Client terminates this Agreement or a Subscription Term prior to the end of the agreed upon Subscription Term without cause, Client shall be liable for and shall pay an Early Termination Fee equal to fifty percent (50%) of the total Subscription Fee that would be due for the applicable remaining Subscription Term. If early termination occurs in the final or only year of a Subscription Term, or in a one-year automatic renewal Term, there shall not be an additional fee charged, but AvaSure shall apply the unused balance as the Early Termination Fee.

PRICING AND PAYMENT TERMS

AvaSure shall invoice and Client shall pay AvaSure according to the pricing terms below.

Subscription Fee & Payments

Subscription Fee – 2 Year Term (7 Devices)	\$151,872.00
Discount – Full Subscription*	(\$11,760.00)
Discount – Full Subscription (reducing term to 11/1/2025 – 4/9/2027)	(\$39,538.00)
Deposit	\$6,328.00
Subscription Fee Total after Discount	\$100,574.00
Year 1 Annual Subscription Fee Payment	\$70,056.00
Year 2 Annual Subscription Fee Payment (reduced due to co-term)	\$30,518.00

*Early to 25 Discount to be applied in annual installments on initial term in the amount of -\$5,880.00. Expires 10/31/2025.

**Applicable taxes will be applied at invoicing.

- The Subscription Fee shall be payable in equal annual payments, less any applicable Discounts (which shall be applied in equal amounts across each year of the initial term).
- The Deposit and first Annual Subscription Fee Payment shall be invoiced upon execution of this Schedule.
- The remaining payments shall be billed on an annual basis at the anniversary of Go Live.
- All payments shall be due NET60 upon receipt.

Exhibit D-1: SUBSCRIPTION SCHEDULE

Deployment Location(s): Arrowhead Regional Medical Center

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AvaSure Master Agreement

- Client's 2-Year Subscription Term shall begin on November 1, 2025.

PROJECT SCHEDULE

Milestones:	Date:
1. Schedule execution	Last date signed below
2. Kick-off Call - Teleconference Meeting	Within 14-30 days of executed Schedule & PO
3. Equipment shipped	Within 30 days of executed Schedule & PO
4. On-site installation of components	[Per project coordination arrangement with Client]
5. Installation and training finalized	[Per project coordination arrangement with Client]
6. Go Live Date	Per project coordination arrangement with Client

Client shall provide notice to AvaSure of its designated representative(s) for scheduling a project kick-off call (the "Kick-off Call") within fourteen (14) days of execution of a Schedule. A Kick-off Call must be held within thirty (30) days of the date of execution of the applicable Schedule.

PROJECT COMMUNICATIONS

All project communications between the Parties will be carried out through the following designated coordinators. All notices, with the exception of legal notices, may also be provided by facsimile.

DESIGNATED AUTHORIZED PERSONNEL

Initial DAP 1 (Name & Phone)	
Initial DAP 2 (Name & Phone)	

PROJECT MANAGERS

AvaSure Project Manager		Client Project Lead	
	AvaSure LLC	Affiliate Name	
Name	Assigned Project Manager	Name	
Title	Project Manager	Title	
Address	5801 Safety Drive NE Belmont, MI 49306	Address	
Phone	(616) 301-0129	Phone	
Fax	(616) 301-0128	Fax	
E-mail		E-mail	

ACCOUNTS PAYABLE

AvaSure Finance Department Contact		Client Accounts Payable Contact	
	AvaSure, LLC	Affiliate Name	
Name	Accounts Receivable	Name	
Title		Title	
Address	PO BOX 7411185 Chicago, IL 60674-1185	Address	
Phone	(616) 301-0129	Phone	
Fax	(616) 301-0128	Fax	
E-mail	accounts.receivable@avasure.com	E-mail	

ADDITIONAL TERMS AND CONDITIONS FOR LEASED EQUIPMENT

- UCC True Equipment Lease.** Subject to the terms and conditions of the Agreement and this Schedule (including the payment of the applicable amounts set forth herein), AvaSure hereby leases to Client (or the applicable Affiliate) the Equipment for the designated Term. AvaSure and Client intend that this lease of Equipment constitutes a true lease of the Equipment under the UCC and not a sale of the Equipment subject to a security interest under Article 9 of the UCC to secure a purchase price of Equipment. AvaSure has exclusive title to the Equipment at all times and Client acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest solely as a lessee subject to all the terms and conditions of this Agreement. The Equipment is and shall remain personal property of AvaSure even if installed in or attached to real property.
- Precautionary UCC-1 Financing Statement.** Client authorizes AvaSure to file precautionary UCC financing statements and other similar filings and recordings with respect thereto. Client agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing or relating filings or other similar filings or recordings filed by AvaSure in connection with any Equipment except (i) if AvaSure fails to file a corrective or termination statement or release on request

Exhibit D-1: SUBSCRIPTION SCHEDULE

Deployment Location(s): Arrowhead Regional Medical Center

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AvaSure Master Agreement

from Client after the expiration or earlier termination of, or release from, this Agreement of such Equipment pursuant to any applicable provision of the Agreement or (ii) if not permitted by clause (i), with AvaSure's consent.

3. **Tax Lease.** AvaSure is entitled to all deductions, credits, and other tax benefits that are provided in the Internal Revenue Code of 1986, as amended, to an owner of property, and Client agrees to not take or omit to take any action that results in the disqualification of the Equipment for, or recapture of, all or any portion of such tax benefits.
4. **Leasing Covenants.** Client shall (a) pay, and hold AvaSure harmless from, all assessments, license fees, and sales, use, property, excise, and other taxes and charges (other than federal income taxes imposed on or measured by net income (however denominated)) imposed on or with respect to the Equipment or any part thereof arising out of or in connection with the shipment, possession, ownership, use, or operation of any Equipment, (b) keep the Equipment free and clear of all mortgages, pledges, hypothecations, assignments (as security), deposit arrangements, encumbrances, liens (statutory or other), charges, or other security interests, preferences, priorities, or other similar arrangements of any kind or nature whatsoever, other than liens imposed by law for taxes not yet due and the rights of AvaSure and Client under this Agreement, (c) provide immediate notice to AvaSure of any attachment or other judicial process affecting any article of the equipment, (d) not enter into any sublease of any Equipment, except as approved in writing by AvaSure, which approval shall not be unreasonably withheld provided the sublessee is an Affiliate of Client, (e) not move any Equipment from its Deployment Location without AvaSure's prior written consent, (f) not affix or attach any Equipment to real property or any improvements, (g) at its own expense, maintain all Equipment-related records, logs, and other materials in a manner no less comprehensive or accurate than Client's normal customary practices with respect to similar equipment and as required by applicable law, and promptly furnish to AvaSure such records as may be required to enable AvaSure to file any ownership or other reports required to be filed by AvaSure, (h) permit AvaSure and its employees and agents, on reasonable notice, to inspect the Equipment and related records during regular business hours, (i) bear all risk of loss, damage, destruction, theft, and condemnation to or of such Equipment from any cause whatsoever, and (j) at its own expense, provide and maintain for all Equipment insurance against loss, theft and damage in an insured amount of at least the full replacement value of such Equipment and comprehensive general liability insurance in an insured amount reasonably acceptable to AvaSure, in either case in a form, and with companies, reasonably satisfactory to AvaSure, including the insurer's agreement to give AvaSure at least 30 days' prior written notice before cancellation or material change thereof, and naming AvaSure as an additional insured (copies of certificates of insurance therefor to be provided to AvaSure at such times as AvaSure may reasonably request).
5. **Maintenance and Upgrades.** Client shall at its own expense (a) maintain and keep all Equipment (i) in the same condition as when delivered, ordinary wear and tear exception, (ii) in compliance with applicable manufacturer maintenance requirements, and (iii) in compliance with applicable law, (b) promptly contact AvaSure to replace any part of Equipment that becomes lost, stolen, damaged beyond repair, or otherwise permanently rendered unfit for use, and (c) comply with recommended alterations, modifications, additions and/or upgrades to the Equipment that are required or supplied by the applicable manufacturer or that are necessary to comply with applicable law. All such parts or upgrades incorporated or installed into Equipment shall thereafter without further act be deemed part of the Equipment and subject to all terms and conditions of this Agreement applicable to such Equipment, including title ownership rights therein of AvaSure.
6. **Risk of Loss.** During the Subscription Term, the Software and Equipment are covered by AvaNET support and warranty as described in the Agreement and the AvaNET SSA. Client assumes all risk of loss, damage, theft, or destruction of or to the Deliverables (or any portion thereof) not covered by AvaNET software support and equipment warranty. Client shall extend the same level of care and security for the Deliverables as Client provides for its own property and shall insure the Equipment as set forth herein.
7. **Equipment End-of-Life.** In the event Equipment under this Agreement reaches/exceed its usable lifespan, as solely determined by AvaSure, AvaSure will advance ship replacement Equipment to Client at no additional charge to Client. Upon receipt of new Equipment, Client shall return the old Equipment to AvaSure pursuant to AvaSure's instructions. Replacement of Equipment under this Section shall not modify Client's current Subscription Term.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Schedule to be duly executed as of the date below.

AVASURE, LLC

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

By: _____

By: _____

Name: Kyle Pett

Name: Dawn Rowe _____

Title: President & COO

Title: Chair, Board of Supervisors _____

Date: _____

Date: _____

Exhibit D-1: SUBSCRIPTION SCHEDULE

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