

PRICING AGREEMENT



7555 Innovation Way
Mason, OH 45040

Toll-Free Sales Support: 866-349-2342
Sales Support Fax: 513-755-4567

This Pricing Agreement ("Agreement"), is effective as of the date fully executed ("Effective Date") and is between AtriCure, LLC, a Delaware limited liability company located at 7555 Innovation Way, Mason, OH 45040 ("AtriCure"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Buyer", and together with AtriCure, the "Parties", and each, a "Party"). The term of this Agreement begins on the Effective Date and remains in effect through the second anniversary of the Effective Date, unless terminated or extended as provided in this Agreement ("Term").

In consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **ACCEPTANCE:** THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT CONSTITUTE ALL OF THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND ATRICURE. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF ATRICURE THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Each Party accepts the terms hereof by executing this Agreement. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Atricure or Buyer pertaining to the goods described on Exhibit A attached hereto are hereby objected to and shall be of no effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by AtriCure at its offices in Mason, Ohio. No waiver or alteration of terms herein shall be binding unless in writing, signed by an executive officer of both parties.

2. **PRICE:** AtriCure shall provide to Buyer the goods identified in Exhibit A attached hereto. In consideration for the goods provided by AtriCure, Buyer shall pay to AtriCure the fees set forth in Exhibit A. Pricing shall be fixed for the Term. Thereafter pricing is subject to adjustment by AtriCure.

3. **DELIVERY DATE:** All estimates of delivery time are approximate, and failure to effect shipment of an accepted order by such estimated delivery date will not be considered sufficient cause for cancellation.

4. **TRANSPORTATION AND DELIVERY:** Price of any goods sold is F.O.B. (per the Uniform Commercial Code) Destination. Title to any goods sold and the risk of loss of such goods passes to Buyer upon delivery to Buyer. AtriCure shall charge a 2% shipping and handling fee in addition to the cost of the goods (or no fee if shipping costs are charged directly to Buyer's UPS or FedEx account), and reserves the right to ship goods via the most economical routing; if shipped otherwise upon the Buyer's request, Buyer shall pay the difference in the rate of transportation.

5. **PAYMENT:** Payment for goods purchased hereunder shall be net forty five (45) days after the date of invoice. In the event of installment deliveries, AtriCure shall be relieved from making any further shipments if Buyer fails to make payment for any installment when due. If Buyer defaults in any payment, AtriCure may ship subsequent deliveries with sight draft attached to the Bill of Lading. AtriCure specifically does not waive any lien rights, but if so requested, partial waivers will be delivered in return for partial payments and final waiver will be delivered in return for final payment. All payments shall be made in U.S. currency unless otherwise agreed to by AtriCure in writing. Credit card payments shall not be accepted.

6. **TAXES:** The price for the goods purchased is net of sales, use, excise or similar taxes, whether federal, state, or local. The amount of any such taxes applicable to the goods shall be paid by Buyer unless Buyer provides AtriCure with a valid exemption certificate acceptable to AtriCure and the appropriate taxing authority.

7. **GENERAL CONDITIONS:**

(a) No agent, sales representative or other party is authorized to bind AtriCure by an agreement, warranty, statement, promise or understanding not herein expressed.

(b) Any clerical errors are subject to correction.

(c) AtriCure will not accept the return of any goods without its prior written consent, which consent shall not be unreasonably withheld, or unless a Returned Goods Authorization (RGA) Number is issued by AtriCure. AtriCure shall not be required to accept the return of any sterile, outdated or discontinued goods. All returned goods are subject to a minimum 30% restocking fee, except shipments made by AtriCure in error or if any goods was received in defective condition by Buyer, in which case no restocking fee will be charged.

8. **LIMITED WARRANTY; LIMITATION OF LIABILITY:** With respect to all disposable or single use products to be delivered hereunder, AtriCure warrants only that such products will be free from defects in workmanship and material, and shall operate in substantial conformity with the documentation, provided that the user of the goods complies with all indications, warnings, cautions and directions contained in such documentation. The foregoing warranties shall expire 60 days from the date of delivery of such disposable or single use products to Buyer. If any capital equipment is delivered hereunder, it may be subject to a separate warranty which will be attached to hereto.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OR OBLIGATION OF ATRICURE. ATRICURE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ATRICURE.

AtriCure has the option of either replacing defective goods or crediting Buyer for the purchase price for such goods. In no event shall either Party be responsible to the other Party for incidental, consequential, special, or punitive damages from any defect in the goods or breach of warranty including, but not limited to, Buyer's, user's or any other person's loss of material or profits, increased expense of operation, downtime or reconstruction of work, or damages arising out of any products liability claim and, except for claims based on indemnification, gross negligence, wilful misconduct, or violations of law, in no event shall either Party's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) exceed the greater of (1) the limits of each Party's respective insurance policy as required under this Agreement, or (2) the contract price paid for the goods delivered by AtriCure during the Term. These remedies are the exclusive and sole remedies for any breach of warranty. All claims for clerical error or shortage must be made within thirty (30) days of delivery of the goods to Buyer. AtriCure shall, at AtriCure's expense, be given a reasonable and prompt opportunity to investigate any goods concerning which a claim is made.

9. **CAPITAL EQUIPMENT:** With respect to any goods which are capital equipment designed and intended to be used solely in conjunction with AtriCure approved disposables, AtriCure warrants such goods only so long as the goods are utilized exclusively with AtriCure approved disposables. Any and all warranties provided for in Section 8 of these Terms and Conditions shall immediately cease with respect to capital equipment used with any disposable not approved by AtriCure. Furthermore, Buyer agrees to be responsible for any and all liability resulting from the use of such capital equipment with any disposable not approved by AtriCure, including, but not limited to, liability for personal injury or death, property damage or infringement of any patent, trademark or copyright.

Subject to all applicable laws, Buyer also agrees to allow AtriCure periodic reasonable access to all capital equipment so that AtriCure is able to (i) service or upgrade such capital equipment and (ii) extract from such capital equipment usage data (which shall not contain any individually identifiable patient health information).

10. ENTIRE AGREEMENT; MODIFICATION: This contract constitutes the entire agreement between Buyer and AtriCure and there are no understandings or representations of any kind except as herein expressly set forth. Any alterations or modifications thereof shall be by mutual agreement of the parties and shall not be binding on AtriCure or Buyer unless made in writing and agreed to by a duly authorized official of AtriCure and Buyer. No claim or right arising out of breach of this contract can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is in writing.

11. FORCE MAJEURE: AtriCure shall not be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver, whether arising in tort, contract or warranty, caused by accident, fires, strikes, riots, civil commotion, terrorism, embargoes, failure of carriers, inability to obtain transportation facilities, foreign or local governmental requirements, acts of God, prior orders from customers or limitations on AtriCure's or its suppliers' production or any other causes of contingency beyond AtriCure's control. In such event, AtriCure shall not be liable for any consequential, incidental or special damages to Buyer. AtriCure may, at its option and without liability, cancel all or any portion of this Agreement and/or extend any date upon which performance hereunder is due.

12. CONFIDENTIALITY: Buyer covenants and agrees that it shall not, and shall cause its officers, directors, employees, agents and representatives to not, directly or indirectly, disclose or communicate to any person or entity any information of AtriCure disclosed hereunder or in connection with the sale contemplated hereby, except where disclosure is required by law. Buyer shall be responsible for the compliance of this nondisclosure obligation by Buyer's officers, employees, agents and representatives. This nondisclosure covenant has no geographic, territorial or time limitation and applies no matter where Buyer may be located or conducts business in the future. Notwithstanding the foregoing, the Parties acknowledge that the terms of this Agreement are subject to among other laws, the California Public Records Act, Ralph Brown Act, and that this Agreement may be made public as required by such laws.

13. DEBARMENT AND SUSPENSION: Atricure hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Atricure represents and warrants that no proceedings or investigations are currently pending or to Atricure's knowledge threatened by any federal or state agency seeking to exclude Atricure from such programs or to sanction Atricure for any violation of any rule or regulation of such programs.

14. INSURANCE: Atricure shall maintain insurance that includes coverage in at least the types and amounts set forth in its Certificate of Insurance, attached hereto as Exhibit B and incorporated herein by this reference.

INDEMNIFICATION: Atricure will indemnify, defend, and hold harmless Buyer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods sold under or subject to this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Buyer, or Buyer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Buyer will notify Atricure within thirty (30) days of Buyer's receipt of notice such lawsuit, claim or election. However, Buyer's failure to provide or delay in providing such notice will relieve Atricure of its obligations only if and to the extent that such delay or failure materially prejudices Atricure's ability to defend such lawsuit or claim. Buyer will give Atricure sole control of the defense and settlement of such claim; provided that Atricure may not settle the claim or suit absent the written consent of Buyer unless such settlement (a) includes a release of all claims pending against Buyer, (b) contains no admission of liability or wrongdoing by Buyer, and (c) imposes no obligations upon Buyer other than an obligation to stop using the goods that are the subject of the claim. If, in Atricure's opinion, any goods sold or provided by Atricure subject to this Agreement become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Atricure may, at its option: (i) procure for Buyer the right to continue using the goods; (ii) replace or modify the goods to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Atricure, Buyer shall cease use of the goods upon written notice

from Atricure, and Atricure shall provide Buyer with a pro-rata refund of the unearned fees paid by Buyer to Atricure for such goods.

Atricure also agrees to indemnify, defend and hold harmless the Buyer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of (1) any negligent or intentional acts or omissions of Atricure, its agents, or employees, or (2) a defect in the goods purchased pursuant to this Agreement when used in accordance with their written instructions except to the extent such claims, actions, losses, damages and/or liability arises out of: (1) Buyer's or a third party's negligence, recklessness, or intentional misconduct, which proximately causes the injuries; (2) the failure of Buyer or a third party to use the goods in accordance with their written instructions; (3) abuse or misuse of the goods; or (4) adulteration or contamination of the goods. This provision shall survive termination or expiration of the Agreement.

15. TERMINATION. Either Party may terminate this Agreement at any time with at least thirty (30) days written notice to the other Party.

16. DISCOUNT SAFE HARBOR: The parties intend to establish a business relationship in which any rebates, discounts, payments and credits that may be provided to Buyer comply with the exceptions to the Medicare and Medicaid Anti-Kickback statute set forth at 42 U.S.C. § 1320a-7b(b)(3) and the "Safe Harbor" regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h); and the Parties believe that the relationship contemplated by this Agreement is in compliance with those requirements. As to such discounts and rebates, the Parties agree to fulfill their obligations under the Safe Harbor and Buyer agrees to report the discounts and rebates to its state or federal payors in accordance with the requirements of the Medicare/Medicaid Anti-Kickback Statute and Regulations and any applicable state or federal laws or regulations. Atricure shall provide any information or documents reasonably requested by Buyer to enable Buyer to comply with its reporting obligations.

17. LEGALITY AND SEVERABILITY: The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

18. GOVERNING LAW/VENUE: This Agreement shall be governed and construed according to the laws of the State of California. Any action arising hereunder shall be venued in the state or federal courts of California.

19. ATTORNEY'S FEES AND COSTS: If any legal action is instituted to enforce any Party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a Party hereto and payable as an indemnity obligation.

20. ASSIGNMENT: Neither Party may not this Agreement or its rights or obligations hereunder without the express written consent of the other Party, which consent may not be unreasonably withheld.

21. COUNTERPARTS: The 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 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 Agreement upon request.

22. CAMPAIGN CONTRIBUTION DISCLOSURE (SB1439): Atricure has disclosed to San Bernardino County ("County") using Attachment 1, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Purchasing Department. Atricure acknowledges that under Government Code section 84308,

Atricure is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Atricure will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Atricure or by a parent, subsidiary or otherwise related business entity of Atricure.

23. NOTICES: All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

To Buyer:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

To Atricure:

AtriCure, LLC
7555 Innovation Way
Mason, OH 45040
Attn: Legal Department

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

24. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Unions, and the jurisdictions in which AtriCure and Buyer are established or from which items may be supplied, will apply to its receipt and use of goods and services. In no event shall Buyer use, transfer, release, import, export or re-export goods or products in violation of such applicable laws, regulations, orders or requirements.

The parties have executed this Agreement as of the first date set forth below.

ATRICURE, LLC

Rob Robinson

By: _____
Printed Name: Rob Robinson
Title: Director, National Accounts
Date: 22/08/24

BUYER

By: _____
Printed Name: Dawn Rowe
Title: Board of Supervisors, Chair
Date: _____

EXHIBIT A
Products and Pricing

Order Code	Name and Description	List Price Each	UOM	Agreement Price Each
OLL2	Isolator Long Synergy Clamp	\$5,300	1 EA	\$2,800
OSL2	Isolator Synergy Clamp, Standard Jaw	\$5,200	1 EA	\$2,800
EMR2	Isolator Synergy Clamp, Right	\$7,325	1 EA	\$3,200
EML2	Isolator Synergy Clamp, Left	\$7,325	1 EA	\$3,200
EMT1	Isolator Synergy Access Clamp	\$7,125	1 EA	\$2,900
OLH	Isolator Synergy EnCompass Clamp, Long	\$7,995	1 EA	\$5,400
OSH	Isolator Synergy EnCompass Clamp, Standard	\$7,995	1 EA	\$5,400
GPM100	Glidepath Magnetic Guide	\$1,495	1 EA	\$995
MAX1	Isolator Transpolar Pen, 7 mm electrodes	\$3,300	1 EA	\$1,850
MAX5	Isolator Transpolar Long Pen TT, 7 mm electrodes	\$3,600	1 EA	\$1,900
MLP1	Isolator Linear Pen, 20mm electrodes	\$5,500	1 EA	\$2,600
MCR1	Coolrail Linear pen, 30mm electrodes	\$5,700	1 EA	\$2,900
GPD1	Glidepath Dissector, 18 cm	\$3,000	1 EA	\$1,850
MID1	Lumitip Dissector 27 cm	\$3,800	1 EA	\$1,900
GPT100	Glidepath Tape, for use with EMR2 or EML2	\$500	1 EA	\$150
GPT200	Glidepath Tape, for use with EMT1	\$500	1 EA	\$150
GPT300	Glidepath Tape, for use with OLL2 or OSL2	\$500	1 EA	\$150
CRYO2	cryoICE Cryoablation and Cryoanalgesia Probe	\$4,800	1 EA	\$2,400
CRYO3	cryoICE Cryoablation Probe, 10 cm malleable	\$4,800	1 EA	\$2,400
CRYOF	cryoFORM Cryoablation Probe, 10 cm corrugated	\$4,800	1 EA	\$2,400
CRYOS	cryoICE cryoSPHERE Cryoablation Probe 11in, 8mm Ball	\$4,900	1 EA	\$2,650
CRYOS-L	cryoICE cryoSPHERE Cryoablation Probe 18in, 8mm Ball	\$5,100	1 EA	\$2,750
CRYOSP	cryoICE cryoSPHERE+ Cryoablation Probe, 11in, 8mm Ball	\$4,900	1 EA	\$2,650
CRYOSP-L	cryoICE cryoSPHERE+ Cryoablation Probe, 17in, 8mm Ball	\$5,100	1 EA	\$2,750
CRYOSMAX	cryoICE cryoSPHERE+ MAX cryoablation probe, 11in, 10mm Ball	\$5,300	1 EA	\$2,800
CRYOSMAX-L	cryoICE cryoSPHERE+ MAX cryoablation probe, 17in, 10mm Ball	\$5,400	1 EA	\$2,900
ACH235	AtriClip FLEX Device, 35mm Clip	\$2,195	1 EA	\$1,325
ACH240	AtriClip FLEX Device, 40mm Clip	\$2,195	1 EA	\$1,325
ACH245	AtriClip FLEX Device, 45mm Clip	\$2,195	1 EA	\$1,325
ACH250	AtriClip FLEX Device, 50mm Clip	\$2,195	1 EA	\$1,325
ACHV35	FLEXV35 – AtriClip FLEX-V Device, 35mm	\$3,995	1 EA	\$1,900
ACHV40	FLEXV40 – AtriClip FLEX-V Device, 40mm	\$3,995	1 EA	\$1,900
ACHV45	FLEXV45 – AtriClip FLEX-V Device, 45mm	\$3,995	1 EA	\$1,900
ACHV50	FLEXV50 – AtriClip FLEX-V Device, 50mm	\$3,995	1 EA	\$1,900

Order Code	Name and Description	List Price Each	UOM	Agreement Price Each
PRO235	AtriClip PRO2 Device, 35mm clip	\$6,995	1 EA	\$3,850
PRO240	AtriClip PRO2 Device, 40mm clip	\$6,995	1 EA	\$3,850
PRO245	AtriClip PRO2 Device, 45mm clip	\$6,995	1 EA	\$3,850
PRO250	AtriClip PRO2 Device, 50mm clip	\$6,995	1 EA	\$3,850
PROV35	AtriClip PROV Device, 35 mm Clip	\$7,995	1 EA	\$5,500
PROV40	AtriClip PROV Device, 40 mm Clip	\$7,995	1 EA	\$5,500
PROV45	AtriClip PROV Device, 45 mm Clip	\$7,995	1 EA	\$5,500
PROV50	AtriClip PROV Device, 50 mm Clip	\$7,995	1 EA	\$5,500

Sales Support Hours: Monday – Friday, 8:30 a.m. to 6:00 p.m. EST
Orders received after 6 p.m. EST will be shipped the next business day.

EXHIBIT B

		ATRINC-01	ASIDER
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/31/2024	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843		CONTACT: Bobbie Degennaro PHONE (A/C, No, Ext): (216) 658-7842 FAX (A/C, No): E-MAIL: bdegennaro@acrisure.com	
INSURED AtriCure, Inc. 7555 Innovation Way Mason, OH 45040		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Chubb Insurance Company of Canada INSURER B: Great Northern Insurance Company INSURER C: Federal Insurance Company INSURER D: Chubb Indemnity Insurance Company INSURER E: Gemini Insurance Company INSURER F:	
		NAIC # 20303 20281 12777 10833	
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
POLICY	TYPE OF INSURANCE	POLICY NUMBER	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	36078669	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (EA OCCURRENCE) \$ 1,000,000 MED EXP (Per one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	73631540	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$	78198097	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	(24) 7177-67-65	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTW-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Products Liability	GL_18076	12/31/2023 12/31/2024 each occurrence 1,000,000
E	Products Liability	GL_18076	12/31/2023 12/31/2024 Aggregate 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks, Schedule, may be attached if more space is required) Cyber Liability; Effective Date 09/30/2023-09/30/2024; Policy Number: W28CDA230501 \$5,000,000 Aggregate; Retention \$250,000 Each incident; Legal, Forensic & Public Relations/Crisis Management: \$1M/\$100K but \$60K for Legal Notified Individuals is 100,000; Business Interruption Loss from Breach or System Failure \$5,000,000/\$250,000 each incident; Dependent Business Loss resulting from Security Breach or System Failure is \$1,000,000/\$250,000 each incident; Cyber Extortion & Data Recovery Costs \$5,000,000/\$250,000 each incident; Data & Network Liability, Regulatory Defense & Penalties, Payment Card Liabilities & Costs, and Media Liability: \$5M/\$250K each incident; Fraudulent Instruction, Funds Transfer Fraud and Telephone Fraud: \$100K/\$250K each loss			
CERTIFICATE HOLDER Arrowhead Regional Medical Center 400 N. Pepper Avenue Cotton, CA 92324		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

ACORD 25 (2016/03)

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COMMERCIAL INSURANCE APPLICATION -
OTHER NAMED INSURED SCHEDULE

ATRIINC-01

ASIDER

PAGE 1

OF 3

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) AtriCure Asia Pacific Pte Ltd				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) AtriCure Spain SL				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) nContact Surgical, LLC				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input checked="" type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) SentreHeart Inc				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Enable Medical Corporation				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Rob Cantu, VP Quality				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) AtriCure LLC				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) AtriCure Hong Kong Limited				OL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> NOT FOR PROFIT ORG		<input type="checkbox"/> SUBCHAPTER "S" CORPORATION					
<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> LLC		<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> TRUST					

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NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins AtriCure UK Limited				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins AtriCure Germany GmbH				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins SentreHEART LLC fka Second Steson Merger Sub LLC				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins Portal Merger Sub Inc				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins Enable Medical Inc				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins Endoscopic Technologies Inc				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins AtriCure Japan Co Ltd				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Additional Named Ins AtriCure Europe B.V.				GL CODE	SIC	NAICS	FED OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				

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NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) Endoscopic Technologies, LLC				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) First Stetson Merger Sub Inc				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) nContact Surgical Inc				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE		SIC		NAICS		FEIN OR SOC SEC #	
				BUSINESS PHONE #:							
				WEBSITE ADDRESS							
CORPORATION		JOINT VENTURE		NOT FOR PROFIT ORG		SUBCHAPTER 'S' CORPORATION					
INDIVIDUAL		LLC NO. OF MEMBERS AND MANAGERS: _____		PARTNERSHIP		TRUST					

APPLIED 1250N1 (2009/06)

ATTACHMENT 1



CAMPAIGN CONTRIBUTION DISCLOSURE
(SB 1439)

DEFINITIONS

Actively supporting 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-subsidary 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. All references to "Contractor" on this Attachment refer to Atricure. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: AtriCure, 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 ☒ X
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:
NA
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):
NA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA		

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):
NA		

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
NA	

9. Was a campaign contribution, of more than \$250, 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): NA

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 Agreement, 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 \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.