

**FIRST AMENDMENT TO THE BAXTER
EXACTAMIX COMPOUNDER AGREEMENT
AND ABACUS SOFTWARE LICENSE AGREEMENT**

This First Amendment dated October 3, 2019 is between Baxter Healthcare Corporation, a Delaware corporation with a principal place of business at One Baxter Parkway, Deerfield, IL 60015 ("Baxter") and the County of San Bernardino on behalf of Arrowhead Regional Medical Center, with a principal place of business at 400 North Pepper Avenue, Colton, CA 92324 ("Customer").

Baxter and Customer entered into a Baxter EXACTAMIX Compounder Agreement and ABACUS Software License Agreement dated September 23, 2016, also known as Lease Number 15409 (the "Agreement").

Each capitalized term used but not defined in this Amendment will have the meaning designated in the Agreement unless otherwise expressly provided herein.

Baxter and Customer agree to amend the Agreement as follows:

1. The parties acknowledge and agree that the Initial Billing Term currently expires on November 1, 2019. The Agreement shall be renewed for a period of 60 months on the same terms and conditions, as amended herein, and will expire on November 1, 2024.
2. Baxter's current address is One Baxter Parkway, Deerfield, IL 60015.
3. **Section 7 Carry-Over Beyond Agreement Term** is deleted in its entirety and replaced with the following:
 7. **Carry-Over Beyond Agreement Term.** If Customer retains possession of any Equipment and Software beyond the end of the Term and any Term extension, the stated Term will be extended on a month-to-month basis for as long as Customer possesses the Equipment and Software. The total monthly fee for each month beyond the Term will equal 150% of the total monthly fee in effect immediately prior to such extension. Either Party may terminate such month-to-month term upon 30 days' prior written notice of its intent to terminate this Agreement.
4. **Section 12 Additional Training** is deleted in its entirety.
5. **Order Form 1** is deleted in its entirety and replaced with the attached Order Form 1A.
6. Except as amended herein, all other terms and conditions of the Agreement will remain in full force and effect.
7. This Amendment will become effective 5 business days from the date on which Baxter countersigns this Amendment at its home office.

This Amendment shall be void and of no effect unless it is signed by Customer and one (1) fully executed original is returned to Baxter Healthcare Corporation by October 21, 2019 and no handwritten, interlineated or other changes are made by Customer

By providing an electronic or handwritten signature, the individual signing this Amendment on behalf of each party represents and warrants that he or she is authorized to sign this Amendment and has full authority to bind its party to the terms and conditions herein.

IN WITNESS, WHEREOF, authorized representatives of the parties have executed this Amendment.

**COUNTY OF SAN BERNARDINO on behalf of
ARROWHEAD REGIONAL MEDICAL CENTER:**

By: _____

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: _____

BAXTER HEALTHCARE CORPORATION:

By: Mary Katris

Name: Mary Katris

Title: Sr. Mgr., Sales Contracts

Date: 10/3/19



TO BE COMPLETED BY BAXTER HOME OFFICE:

Lease Number _____

Commencement Date _____

ORDER FORM 1A

This Order Form 1A ("Order Form") is incorporated into the Baxter EXACTAMIX Compounder Agreement and ABACUS Software License Agreement entered into by Baxter Healthcare Corporation ("Baxter") and the County of San Bernardino on behalf of Arrowhead Regional Medical Center ("Customer") dated September 23, 2016, also known as Lease Number 15409. This Order Form shall become binding on the parties effective as of the date on which Baxter countersigns this Order Form (the "Order Form Effective Date").

This Order Form has a term of 60 months (the "Term") and shall begin on November 1, 2019 or the first day of the month following signed acceptance of this Order Form (the "Commencement Date"); provided however, the terms and conditions of the Agreement become effective on the Agreement Effective Date. At the end of the Term, this Order Form shall extend in accordance with Agreement Section 7, Carry-Over Beyond Lease Term, as amended herein.

As of the Order Form Effective Date, Customer has contracted for the following Equipment and Software pursuant to the terms and conditions of this Agreement and for the fees set forth below:

1. EQUIPMENT AND SOFTWARE: BAXTER EXACTAMIX 2400 COMPOUNDER

Product Description	Quantity
Main Compounder Module (live production unit)	1
Main Compounder Module (provided as a back-up ¹ only)	1
Display Module (live production unit)	1
Display Module (provided as a back-up ¹ only)	1
Load Cell Module (live production unit)	1
Load Cell Module (provided as a back-up ¹ only)	1
Barcode Scanner (live production barcode scanner)	1
Barcode Scanner (provided as a back-up ¹ only)	1
Base Plate Module	1
Vial Rack Module	1
Calibration Weight	1
USB Keyboard	1
USB Mouse	1
UPS Battery Backup	1
HP M402 DNE Printer	1
USB Printer Cable	1
ABACUS SE (Single-Workstation Edition) Software ²	1

Notes: ¹Back-up modules may not be assembled to produce an additional "live production" system without the express permission of Baxter via a written amendment to this Agreement that has been executed by both Parties. Adding another "live production" system will cause an increase in Monthly Fees, which shall be invoiced to Customer.

²Customer acknowledges that Baxter will supply only the ABACUS Software and that Customer is solely responsible for the purchase or acquisition of any third-party hardware it may need to run the program, which may include, but is not necessarily limited to, a SQL Server, computer workstations for order entry, and thermal label printers.

2. EQUIPMENT SITE: 34227002 – Arrowhead Regional Medical Center, 400 North Pepper Avenue, Colton, CA 92324

☒ Equipment and Software were installed under a previous Order and no shipment or installation activity is required as part of this Order.

3. PRICING: Total Monthly Fee is \$ 1,264.06/month comprised of:

Equipment (live): \$ 915.00/month

Equipment (back-up): \$ 190.00/month

ABACUS Software: \$ 159.06/month

*Customer Purchase Order Number: _____

* A valid Customer purchase order is required and must accompany this Amendment.

4. **PURCHASE COMMITMENT\SHORTFALL:** As a condition to discounted lease pricing, beginning on the Commencement Date and for the Term, Customer, including those identified below as the MCV Account(s), collectively agree to purchase a Minimum Committed Volume ("MCV") of Annual Net Purchases (defined as purchases of Supplies, any manufactured and/or Baxter-supplied Lipids, Amino Acids, Dextrose, and Sterile Water Solutions (collectively, the "Products"), (net of all taxes, shipping charges, returns, and other credits), of Products in each Product Category throughout the Commitment Period defined as each 12-month period from the Commencement Date of this Order Form as follows:

MCV Account(s): 34227002

Product Categories	MCV per Product Category*
Supplies	\$59,778.00
Any manufactured and/or Baxter-supplied Lipids	\$14,792.00
Amino Acids	\$20,879.00
Dextrose and Sterile Water Solutions	\$ 6,465.00

** At the end of each year of this Order Form, the MCV amounts listed above shall adjust to reflect current product pricing and equal to the greater of: (i) Customer's Annual Net Purchases of such Products during the previous year or (ii) the MCV during the then-current year. If applicable, the MCV amount shall be prorated to reflect a partial year.*

Baxter will measure Customer's compliance with its MCV at the end of the 3rd year of the Commitment Period. If at the end of the 3rd year of Customer's Commitment Period, Customer's Annual Net Purchases of Products in an applicable Product Category falls short of the MCV per such Product Category, Baxter shall have the right to invoice Customer a shortfall amount equal to 40% of the difference between the Annual Net Purchases of Products per the applicable Product Category (under this Order Form or a prior agreement or semi-annualizing purchases if less than 6 months of purchases) and the applicable MCV for the same period ("Shortfall Payment").

Should a shortfall in purchase occur due to a reduction in the census or a change in therapy and (a) Customer demonstrates that competitive product was not purchased and (b) Customer provides written documentation in support of a reduction in census or a change in therapy, then Baxter shall temporarily reduce the MCV commitment referenced above. If the shortfall is caused by Baxter's inability to deliver, Baxter shall temporarily reduce the required MCV commitment referenced within this Order Form only for so long as Baxter is unable to deliver any Product. However, the Customer shall not be in default of this Agreement if it should acquire the products above from other suppliers during a period of Baxter's failure to supply. Customer agrees that once Baxter is able to deliver, the temporary reduction of the MCV per applicable Product Category shall no longer apply and Customer shall be required to meet or exceed the original MCV commitment.

5. **VALID PRICING TERM:** The fees and payment terms contained in this Order Form shall be valid through **October 21, 2019** and shall be deemed to be automatically withdrawn in the event this Order Form has not been duly executed by the intended parties by such date.

This Order Form shall be void and of no effect unless it is signed by Customer and one (1) fully executed original is returned to Baxter Healthcare Corporation by October 21, 2019 and no handwritten, interlineated or other changes are made by Customer

By providing an electronic or handwritten signature, the individual signing this Order Form on behalf of each party represents and warrants that he or she is authorized to sign this Order Form and has full authority to bind its party to the terms and conditions herein.

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