

Master Agreement

This Master Agreement (this “Master Agreement”), effective as of October 27, 2020 [DATE OF BOARD SUBMISSION] (the “Effective Date”), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, “CareFusion”) and the County of San Bernardino on behalf of Arrowhead Regional Medical Center (“Customer”), each a “Party” and, collectively, the “Parties.” This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement upon the Effective Date.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

- 1.1 **Customer Orders.** The Parties may enter into various transactions for hardware (“Equipment”), disposables, software licenses, accessories, and other products (collectively, “Products”) and/or services (“Services”), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order (“Customer Order”) and a Customer Order may have one or more attachments (each, a “Customer Order Attachment”). Each Customer Order will create a separate contract (each, a “Customer Agreement”), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.
- 1.2 **Schedules.** Each schedule identified on **Exhibit A** (“Schedule”) is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.
- 1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.
- 1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Destination, freight prepaid to the Customer’s address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Customer will pay freight charges for special Customer shipping requests and for shipment of parts or supplies not provided under warranty or pursuant to a support program. Upon delivery, Customer will be responsible for loss of or damage to the Product.
- 1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) (“Acceptance” or “Accepted”). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion’s standard confirmation form.
- 1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date. Notwithstanding the foregoing, for any Customer Agreements for BD Pyxis™ Products, CareFusion will send invoices to Customer at least sixty (60) days in advance of the payment Due Date stated on the invoice. As used herein, “Due Date” shall mean the first day of every calendar month of the Rental Term or Support Term agreed upon in the Customer Agreement, beginning on the Term Begin Date; and the “Term Begin Date” shall mean the first day of the month following Acceptance (as such term is defined in **Section 1.5**, above).
- 1.7 **Late Charge.** [Intentionally Omitted].
- 1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion’s net income (collectively, “Taxes”). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer’s failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer’s tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer’s exempt status is challenged by any jurisdiction, then Customer

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will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

2. PRODUCT USE AND WARRANTY.

- 2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide for each type of Product acquired by Customer (each, a “User Guide”). Customer may use and reproduce any User Guide solely for Customer’s internal use.
- 2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance, the Product will perform substantially in accordance with the specifications of its User Guide (the “Limited Warranty”). If a Product fails to perform in accordance with the Limited Warranty during the warranty period, then Customer will notify CareFusion in writing. In that case, as Customer’s sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion or as authorized by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion’s reasonable control.
- 2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer’s internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer’s use of repair or service parts or disposables that are not manufactured or approved by CareFusion is at Customer’s own risk and may void the Limited Warranty stated in **Section 2.2**. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer’s records regarding use of Products during Customer’s regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

- 3.1 **Software; Third Party Software.** “Software” means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party (“Third Party Software”). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.
- 3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer’s site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Product, identified by serial number, within which it is embedded. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to Section 6.1 below.
- 3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Product that was not provided to Customer by CareFusion or a CareFusion authorized party. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer’s scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion’s reasonable request (no more than once per year), Customer will provide CareFusion with relevant information to verify Customer’s scope of use. Customer will provide CareFusion with thirty

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(30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.

- 3.4 **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion's minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.
- 3.5 **Data.** "Data" means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Schedule in effect between the Parties as of the Effective Date, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer.
- 3.6 **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.

4. INDEMNIFICATION, LIMITATION OF LIABILITY, AND TERMINATION.

- 4.1 **Mutual Indemnification.** CareFusion agrees to indemnify, defend and hold harmless Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Master Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CareFusion's indemnification obligation applies to Customer's "active" as well as "passive" negligence but does not apply to Customer's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. Notwithstanding the foregoing, CareFusion its officers, directors, and employees shall not be liable for third party losses arising from: (i) the use of non-CareFusion products with the Product (except to the extent otherwise approved by CareFusion in advance in writing); (ii) the use of the Product outside the scope of any FDA clearance and/or approval relating thereto or outside the scope of the limitations and restrictions set forth in the Users' Manual; (iii) the possession, use or operation of the Product including the actions of Customer and/or its health care providers in determining the course of patient care, except, in each such case, to the extent that any such third party loss arises out of the failure of the Product to conform with the express warranty set forth Limited Warranty.
- 4.2 **Intellectual Property Indemnity.** CareFusion will defend, indemnify and hold harmless Customer and its officers, employees, agents and volunteers, against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all sub-parts of Sections 2 and 3 of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). If a credible Infringement Claim is made or threatened, including without limitation the filing of a lawsuit against Customer, Customer will use reasonable efforts to notify CareFusion promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve CareFusion of its obligations only if and to the extent that such delay or failure materially prejudices CareFusion's ability to defend such lawsuit or claim. Customer will give CareFusion sole control of the defense and settlement of such claim; provided that CareFusion may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Product that is the subject of the Infringement Claim. In the event that CareFusion fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by CareFusion, then CareFusion shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. If CareFusion determines that a Product might infringe a third party's intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product.

This Section states Customer's exclusive remedy and CareFusion's total liability to Customer for an Infringement Claim.

5. LIMITATIONS OF LIABILITY; INSURANCE.

- 5.1 **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.
- 5.2 **Insurance.** CareFusion will maintain: (i) commercial general liability insurance naming Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

6. TERM AND TERMINATION.

- 6.1 This Master Agreement is effective as of the Effective Date and expires five years after the latest Term Begin Date, as provided on the Implementation Timelines concurrently executed herewith, but may be terminated earlier in accordance with provisions of this Master Agreement. If the Master Agreement expires or is terminated pursuant to the provisions herein, the Parties acknowledge and agree that the Master Agreement will remain in effect in relation to any Customer Order executed prior to the expiration or termination of the Master Agreement.
- 6.2 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.
- 6.3 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice provided that the Master Agreement will remain in effect in relation to any Customer Order executed prior the effective date any such termination under this Section.
- 6.4 **Termination for Non-Appropriation.** Customer may terminate any Customer Agreement for non-appropriation within sixty (60) days after the County of San Bernardino Board of Supervisors' final approval of a fiscal budget if the Customer Agreement is not funded in the budget as approved for any fiscal period during any Rental Term, Support Term or Subscription Term (as applicable to a Product) for which payments are due, and provided that funds are not otherwise available to satisfy such obligations, there is no other legal procedure of available funds by or with which payment can be made to CareFusion, and the non-appropriation of funds did not result from any act or omission by Customer. The termination shall be effective upon expiration of any previously appropriated funds. The Parties may agree upon an equitable adjustment to the fees for valid documented expenses or losses incurred by CareFusion as a result of the termination, but no amount shall be allowed for anticipated profit or unperformed Services.

7. COMPLIANCE WITH LAWS AND POLICIES.

- 7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.
- 7.2 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).

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- 7.3 **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the “Requesting Party”), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement (“Access”). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12)-month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.
- 7.4 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a “Program”). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.
- 7.5 **Customer Policies.** CareFusion and its employees will comply with Customer’s reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion (“Customer Policies”). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.
- 7.6 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, “CareFusion Personnel”), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.

8. MISCELLANEOUS.

8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.

8.2 **Confidentiality**

This Agreement is subject 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 6250) (collectively, “Regulations”). All information, including detailed price and cost information, is subject to being deemed public information. If CONTRACTOR believes that any portion of this Agreement or any Customer Agreement (including any attachments, amendments, SOWs, and SLAs), materials, or work product provided to the COUNTY is exempt from public disclosure, CONTRACTOR must (i) clearly mark that portion “Confidential” or “Proprietary” or (ii) redact such information in a Customer Agreement and provide the redacted version to COUNTY for its use in compliance with the Regulations (hereafter, “Proprietary” or “Confidential Information”). CONTRACTOR also must provide to COUNTY a brief description that identifies the recognized exemption from disclosure under the Regulations. COUNTY will use reasonable means to ensure that such Confidential Information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Information marked “Confidential” or “Proprietary” in its entirety will not be honored, and the COUNTY will not deny public disclosure of any information so marked. CONTRACTOR represents that it has a good faith belief that such redacted portions of the Customer Agreements provided to the COUNTY are Confidential Information exempt from disclosure under the Regulations and agrees to reimburse COUNTY for, and to indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all third party claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, reasonable attorneys’ fees, expenses, and court costs of any nature arising from or relating to COUNTY’s non-disclosure of any such Confidential Information on behalf of CONTRACTOR. Notwithstanding the foregoing, if the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

8.3 **HIPAA and HITECH.** Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. The parties have previously entered into a Business Associate Agreement effective as of November 4, 2016. as attached hereto and incorporated herein.

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- 8.4 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, pandemic, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event. If an event of Force Majeure occurs and its effect continues to prevent a Party from performing an obligation which might otherwise subject the Master Agreement to Termination For Cause under **Section 6.2**, and which also extends for a period of greater than sixty (60) days, the Parties may mutually agree that the period for the performance of any such act and the applicable Customer Agreement shall be extended for a period equivalent to the period of such delay, or terminate the affected Customer Agreement.
- 8.5 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.
- 8.6 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.
- 8.7 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.
- 8.8 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
- 8.9 **Governing Law and Venue.** This Master Agreement shall be governed by and construed according to the laws of the State of California. The Parties acknowledge and agree that this Master Agreement was entered into and intended to be performed in San Bernardino County, California, and that the venue of any action or claim brought by any Party to this Master Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Master Agreement is brought by any third-party and filed in another venue, CareFusion shall comply with Customer's reasonable efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
- 8.10 **Attorney Costs and Fees.** Each Party shall bear its own attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.
- 8.11 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.
- 8.12 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Master Agreement.

**COUNTY OF SAN BERNARDINO ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
#6546900**

CAREFUSION SOLUTIONS, LLC

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Notice Address:
400 N Pepper Ave
Colton, CA 92324-1819

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: _____
Print: Curt Hagman
Title: Chairman, Board of Supervisors
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Exhibit A
List of Schedules

Product Line (if applicable)	Schedules
General	Insurance Requirements
General	Equipment Rental Terms
General	Software Services
General	Third Party Software
General	Business Associate
BD Pyxis™	Implementation Terms
BD Pyxis	Support Terms (for Comprehensive, Enhanced, and Premier Support Plans)
BD HealthSight	BD HealthSight



Schedule Insurance Requirements

CareFusion agrees to provide insurance set forth in accordance with the requirements herein. If CareFusion uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CareFusion agrees to amend, supplement, endorse, or self-insure the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, CareFusion shall secure and maintain throughout the Master Agreement term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CareFusion and all risks to such persons under this Master Agreement. If CareFusion has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management.
 - b. Commercial/General Liability Insurance – CareFusion shall carry General Liability Insurance covering all operations performed by or on behalf of CareFusion providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage for all owned, hired and non-owned automobiles. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If CareFusion is transporting one or more non-employee passengers in performance of Master Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If CareFusion owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- If insurance coverage is provided on a "claims made" policy, the "retroactive date" must be before the date of the state of the Master Agreement work. The claims made insurance shall be maintained during the course of the agreement and for a minimum of five (5) years after Master Agreement completion.
- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.



Schedule Insurance Requirements

2. **Additional Insured.** Customer and its officers, employees, agents and volunteers are additional insured with respect to professional liability and commercial general liability policy and liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy.
3. **Waiver of Subrogation Rights.** CareFusion shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, CareFusion's and subCareFusions. All general or auto liability insurance coverage provided shall not prohibit CareFusion and CareFusion's employees or agents from waiving the right of subrogation prior to a loss or claim. CareFusion hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer, to the extent of CareFusion's indemnity obligations herein.
5. **Severability of Interests.** CareFusion agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CareFusion and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** CareFusion shall furnish Memorandum of Insurance to Customer Department administering the Master Agreement evidencing the insurance coverage at the time the Master Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, and CareFusion shall maintain such insurance from the time CareFusion commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Notwithstanding the foregoing, Customer understands and agrees that CareFusion may self-insure for all or part of the insurance required hereunder.
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Master Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the Master Agreement.
9. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. Any change requiring additional types of insurance coverage or higher coverage limits may be made by amendment to this Master Agreement. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.



Schedule Equipment Rental Terms

The below terms apply to Customer's rental of Rental Equipment (defined below) pursuant to applicable Customer Agreements between the Parties in accordance with Section 1.2 of the Master Agreement.

1. Definitions. "Rental Equipment" means the integrated hardware and software Products that Customer is renting pursuant to a Customer Order.

2. Rental Term; Footprint Modification; Extended Term.

2.1 Rental Term. The "Rental Term" for Rental Equipment equals the time period that CareFusion leases Rental Equipment to Customer pursuant to the applicable Customer Agreement. CareFusion (or its assignee) is the owner of Rental Equipment and Customer is only acquiring a right to possess and use Rental Equipment during the Rental Term, and no other right, title or interest. Title will not transfer to Customer at the end of the Rental Term. The initial Rental Term for Rental Equipment will begin on the Term Begin Date stated in the applicable Implementation Timeline and will continue for the number of months stated in the applicable Customer Agreement, provided that, if there is no Term Begin Date in an Implementation Timeline, then the Term Begin Date will be the first day of the month following the date such Rental Equipment is Accepted. Subject to **Section 2.3**, below, the Rental Term will automatically terminate at the end of the initial Rental Term.

2.2 Footprint Modification Option. Notwithstanding the foregoing, Customer will have the right and option to terminate the Rental Term for a subset of Rental Equipment under a Customer Agreement, as provided in this **Section 2.2**.

(a) As used herein, (i) "FMO Products" means Rental Equipment and Software (other than Third Party Products or Third Party Software) under a Customer Agreement representing up to twenty percent (20%) of the total Monthly Rental and Monthly Subscription Fees for all Rental Equipment and Software under such Customer Agreement as evaluated in each Contract Year; and (ii) "Contract Year" means the twelve (12) month period beginning on any anniversary of the Effective Date of the Master Agreement.

(b) Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year with at least ninety (90) days prior written notice to CareFusion. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Agreement, and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination shall be effective the first day of the month following the date CareFusion takes possession of the FMO Products. On the effective date of termination, the Rental, Support and/or Subscription Terms and Customer's obligation to pay Monthly Rental, Support and/or Subscription Fees for the FMO Products will terminate.

(c) For the sake of clarity, the foregoing right and option will not apply to (i) any Products other than the FMO Products, (ii) any "sold-to" or "ship-to" entity other than the entity designated in the applicable Customer Agreement, (iii) any Third Party Product or Third Party Software listed in the Customer Agreement, and will not (iv) carry over to a subsequent Contract Year.

2.3 Extended Term . If Customer fails to return or purchase the Rental Equipment at the end of the initial Rental Term stated on the applicable Customer Agreement, then the Rental Term will convert to a month-to-month Rental Term ("Extended Rental Term") at the applicable Monthly Rental Fee stated in the then-current BD Pyxis™ Products price catalog. Either Party may terminate the Extended Rental Term upon thirty (30) days written notice to the other Party.

3. Rental Fees. Customer will pay the Monthly Rental Fee stated in the applicable Customer Order ("Monthly Rental Fee") for each unit of Rental Equipment on the first day of each month during the Rental Term, which obligation is unconditional and noncancelable during the Rental Term. Customer is not entitled to abate or reduce any Monthly Rental Fee for any reason. Customer will pay the Monthly Rental Fee when due regardless of any existing or future setoff or claim that Customer may assert. Additionally, Customer will not assert any setoff or counterclaim against a CareFusion assignee if such assignee commences an action to collect any amount due under the applicable Customer Order.

4. Risk of Loss. From the time Customer receives delivery of Rental Equipment until CareFusion accepts return delivery of Rental Equipment, Customer will: (i) be responsible for any loss of or damage to Rental Equipment from any cause other than normal wear and tear, except for any loss or damage caused by CareFusion's negligence; and (ii) obtain and maintain throughout the Rental Term All Risk Property Insurance in an amount equal to the full replacement value for Rental Equipment. Customer will notify CareFusion immediately of any such loss or damage, and will continue to pay Monthly Rental Fee; provided, however, that CareFusion will reasonably cooperate with Customer and Customer's insurer to promptly provide replacement Rental Equipment, subject to **Section 13** of the Support Terms Schedule.

5. Personal Property. All Rental Equipment is personal property for all purposes. Customer will not allow any Rental Equipment to become a fixture of real property. Customer will take appropriate action as necessary to prevent any third party from acquiring any



Schedule Equipment Rental Terms

interest in Rental Equipment or the applicable Customer Order. In addition to performing its obligations under the Taxes provision of the Master Agreement, Customer will reimburse CareFusion for any personal property tax imposed on CareFusion as the lessor.

6. Use, Maintenance and Repair of Rental Equipment. Customer will keep and use Rental Equipment only at the delivery address set forth in the Customer Order and will not move it without CareFusion's prior written consent. Customer will allow only competent and duly qualified personnel to operate Rental Equipment. Customer will keep Rental Equipment in good condition and working order, and will allow CareFusion to make engineering changes and Software updates upon reasonable request. Customer will keep all Rental Equipment free and clear of all liens, adverse claims and encumbrances.

7. Return of Rental Equipment. If Customer relinquishes possession of any Rental Equipment for any reason (including at the end of the Rental Term), then Customer will: (i) promptly remove all medications, data, and Customer property from such Rental Equipment without damaging such Rental Equipment; (ii) acknowledge receipt of any data device that CareFusion removes from Rental Equipment and tenders to Customer; and (iii) promptly and properly crate and ship Rental Equipment to CareFusion.

8. Assignment. Notwithstanding the non-assignment language in the General Terms and Conditions of the Master Agreement, CareFusion may assign, transfer, grant a security interest in, or sell some or all of CareFusion's right to receive payments under a Customer Agreement without Customer's consent (an "Assignment"), provided that CareFusion gives Customer 30 days' prior written notice and such assignment is not in violation, nor would cause Customer to be in violation, of any applicable law. Upon an Assignment: (i) Customer will not hold any CareFusion assignee liable for any CareFusion obligation under the applicable Customer Agreement; (ii) the rights of such assignee will not be subject to any claims, counterclaims, defenses or setoffs of any kind whatsoever; (iii) Customer will cooperate with and consent to an Assignment by executing and delivering documents and assurances that CareFusion or its assignee reasonably requests; (iv) Customer will, if requested, make payments due under the applicable Customer Agreement directly to such assignee; and (v) all of Customer's obligations will inure to the benefit of such assignee as well as to CareFusion, and may be enforced by such assignee in its own name or by CareFusion.

9. Termination by CareFusion for Cause. Notwithstanding the termination provisions of the Master Agreement, if Customer fails to: (i) pay any amount required by the applicable Customer Agreement within thirty (30) days after CareFusion provides written notice to Customer stating that the payment; is past due or (ii) correct any other non-compliance with the applicable Customer Agreement within thirty (30) days after CareFusion provides written notice to Customer identifying such non-compliance, then CareFusion may, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity: (a) cancel one or more Rental Term(s) and require Customer to make the applicable Rental Equipment available for repossession by CareFusion at a reasonably convenient location; and/or (b) recover liquidated damages from Customer equal to the present value of the unpaid balance of all Monthly Rental Fees for each unexpired Rental Term under the applicable Customer Agreement (calculated using a discount rate of six percent (6%) per annum).

10. Conditional Security Agreement. If a Customer Agreement is determined not to constitute a true lease, then the Customer Agreement will be a security agreement with respect to Rental Equipment and all accessions, substitutions, replacements therefore, and proceeds thereof (including insurance proceeds) will secure all obligations pursuant to the Customer Agreement.



Schedule CareFusion Software Services

These terms apply to the Software and Software-based services described below that are licensed separately and provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

- 1. CareFusion Software Services.** CareFusion provides certain Software and Software-based services ("CareFusion Software Services") to manage information used with (i) operating system software in hardware equipment supplied by CareFusion or other manufacturers ("Operating System Software"), and (ii) software and services provided by third parties ("Third-Party Software Services"). CareFusion Software Services are provided subject to the terms herein, the Master Agreement, and any applicable Customer Order Attachment.
- 2. Perpetual Use.**
 - 2.1. Perpetual License.** CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.
 - 2.2. Maintenance Term.** The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). Subject to **Section 6.4** of the Master Agreement's General Terms and Conditions (*Termination for Non-Appropriation*), the Maintenance Term is non-cancellable. Unless otherwise stated in a Customer Order, the Maintenance Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted or deemed Accepted, and (ii) automatically terminate at the end of the initial Maintenance Term unless Customer notifies CareFusion of its election to renew in writing at least thirty (30) days prior to the expiration date.
 - 2.3. Maintenance Fees.** Customer will pay Software maintenance fees ("Maintenance Fees") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) during the Maintenance Term. CareFusion will invoice Customer for installments of the Maintenance Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Maintenance Term. Unless otherwise agreed upon by the Parties, any elected renewal under **Section 2.2**, above, shall be priced at the applicable Software Maintenance Fee stated in the then-current Pyxis™ Products price catalog. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total Maintenance Fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.
- 3. Subscription Use.**
 - 3.1. Subscription License.** Subject to payment of the Subscription Fees (defined below) specified in the Customer Order, CareFusion grants Customer a limited, non-exclusive, non-transferable license for CareFusion Software Services specified in the Customer Order during the valid term of the contract.
 - 3.2. Subscription Term.** The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). Subject to **Section 6.4** of the Master Agreement's General Terms and Conditions (*Termination for Non-Appropriation*), the Subscription Term is non-cancellable. Unless otherwise stated in a Customer Order, the Subscription Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted or deemed Accepted, and (ii) will automatically terminate at the end of the initial Subscription Term unless Customer informs CareFusion of its election to renew in writing at least thirty (30) days prior to the expiration date.
 - 3.3. Subscription Fees.** Customer will pay a subscription fee ("Subscription Fee") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) and delivery of applicable Software-related services during the Subscription Term. CareFusion will invoice the Customer for installments of the Subscription Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Subscription Term. Unless otherwise agreed upon by the Parties, any elected renewal under **Section 3.2**, above, shall be priced at the applicable Software Subscription Fee stated in the then-current Pyxis™ Products price catalog. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the Subscription Fee stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Service in accordance with the applicable CareFusion price catalog.



Schedule CareFusion Software Services

4. **CareFusion Responsibilities.** Subject to payments of applicable Maintenance Fees or Software Subscription Fees, Customer is entitled to the following support for the most recent version of the Software of the applicable CareFusion Software Service specified in the Customer Order for a period of one (1) year from release of the next version of the Software:
- 4.1. **Enhancements.** If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.
 - 4.2. **Telephone-based Technical Support.** CareFusion will provide telephone-based technical support to Customer during CareFusion's normal business hours.
 - 4.3. **Error Correction.** CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.
 - 4.4. **Remote Access.** Customer will provide CareFusion remote access to the Software installed at Customer facilities through CareFusion's remote access solution subject to CareFusion's execution of a mutually agreeable WAN Remote Access Agreement. CareFusion will use such access solely to provide the Service. If Customer discontinues the Service, Customer will allow CareFusion to access the Software solely for the purposes of disabling it.
5. **Customer Responsibilities.**
- 5.1. **CareFusion Implementation Services.** Customer will order from CareFusion any implementation services required to implement the CareFusion Software Services as specified in the applicable Customer Order, and will perform all of the Customer obligations specified in the applicable Customer Order Attachment related to the CareFusion implementation services.
 - 5.2. **Third-Party Licenses and Implementation Services.** Customer will obtain from third-party vendors the applicable licenses and implementation services for Third-Party Software Services as required to establish appropriate technical software interfaces with CareFusion Software Services and Operating System Software.
 - 5.3. **Prerequisite CareFusion Systems.** If the CareFusion Software Services ordered by Customer require prerequisite software or systems as set forth in applicable user guides or Customer Orders ("Prerequisite Systems"), then Customer will obtain all necessary licenses and software maintenance programs to support the current versions of the Prerequisite Systems.
 - 5.4. **Customer Technical Environment.** Customer will maintain the technical environment specified by CareFusion in applicable user guides and provided during implementation to support the technical and functional workflow requirements for CareFusion Software Services in Customer's facilities.
 - 5.5. **Multi-Facility Maintenance Obligation.** If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and any such affiliate, related entity or facility fails to renew or pay the applicable Maintenance Fee or Subscription Fee, then CareFusion reserves the right to withhold or cancel the CareFusion Software Services to be provided to Customer or its affiliates, related entities or facilities.



Schedule Third Party Software

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

- (a) work around any technical limitations in Third Party Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
- (d) modify or create derivative works based upon Third Party Software;
- (e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
- (g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THIS SECTION



Schedule Third Party Software

SHALL NOT LIMIT EITHER PARTY'S INDEMNIFICATION RIGHTS OR OBLIGATIONS UNDER SECTION 4 (INDEMNIFICATION) OF THE GENERAL TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars (\$250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases ("Databases") for Customer's personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer's examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.



[The Parties have entered into a Business Associate Agreement executed as of November 4, 2016, as attached hereto and incorporated herein, that shall control in the event of a covered activity.]



Schedule Pyxis® Products Implementation Terms

These terms apply to implementation services for BD Pyxis™ Equipment and Pyxis Software Products (collectively, “Pyxis Products”) provided by CareFusion to Customer pursuant to the applicable Customer Orders between the Parties.

1. **Implementation Terms.** These implementation terms (the “Implementation Terms”), together with the Implementation Timeline attached to a Customer Agreement, describe the process, tasks, responsibilities, completion criteria and deliverables for the Pyxis Products implementation project (“Project”).
 - 1.1. **Overall Project.** The Project consists of the installation of the Pyxis Products at Customer’s site(s).
 - 1.2. **Project Resources.** CareFusion and Customer agree to provide qualified resources throughout the duration of the Project.
2. **Implementation Fees.** Implementation Fees set forth in the applicable Customer Agreement, if any, will be invoiced within thirty (30) days from the Term Begin Date set forth in the applicable Implementation Timeline.
3. **Implementation Activities.** The Project will be completed in stages as set forth in each Implementation Timeline. If a Customer Agreement contains multiple product lines, then separate Implementation Timelines may be included for each product line, as necessary. CareFusion and Customer will complete any applicable technical, infrastructure, and workflow assessment (“Implementation Assessment”) at Customer’s site(s), providing the basis for the implementation activities set forth herein and in each Implementation Timeline (“Implementation Activities”). CareFusion and Customer shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).
4. **Medication Handling.** CareFusion employees and agents (“CareFusion Personnel”) shall not handle Customer’s medications. Customer must be physically present and capable of observing CareFusion Personnel during any implementation activity in which CareFusion Personnel have access to Customer’s medications. If Customer fails to do so, then CareFusion may re-schedule that activity and, upon invoice, Customer will reimburse CareFusion for expenses related to re-scheduling that activity.
5. **Term Begin Date.** The “Term Begin Date” is set forth in the Implementation Timeline, provided that if no Term Begin Date is set forth in an Implementation Timeline or if there is no Implementation Timeline, then the “Term Begin Date” shall be the first date of the month following the Acceptance of the Product. If the Customer Agreement is for the rental of Pyxis Products, then the Rental Term for each Pyxis Product shall begin on the Term Begin Date. If the Customer Agreement is for the purchase of Pyxis Products, then Customer shall pay the Net Purchase Price for each Pyxis Product within thirty (30) days of the Term Begin Date. If, due to the sole fault of CareFusion, a Pyxis Product is not Accepted until after the Term Begin Date, then the Term Begin Date shall be the first day of the month following the date the Pyxis Product is Accepted.

Notwithstanding the foregoing, if a Pyxis Product is not Accepted by the Term Begin Date for any reason that, in CareFusion’s reasonable discretion, is not the sole fault of CareFusion (each, a “Delayed Product”), then Customer is nonetheless obligated to pay the applicable rental or purchase fee(s) on the Term Begin Date; provided, however, that if a Delayed Product has not been delivered or installed, then Customer may exchange the Delayed Product for an alternate Pyxis product (“Alternate Product”) of equal or greater value as determined under the then-current Pyxis product price catalog, subject to the following: (a) if the rental or purchase fee(s) applicable to the Alternate Product is greater than the fee(s) for the Delayed Product, then Customer will pay the difference in such fees in accordance with the terms of the applicable Customer Agreement; (b) Customer will pay any applicable transaction fees, including, without limitation, CareFusion’s costs of manufacturing, shipping and freight; and (c) if the Delayed Product has not been delivered to Customer, CareFusion may, at its sole option, cancel the Customer Agreement for that Pyxis Product.

If previously-installed BD Pyxis™ products are being upgraded or subject to new terms and conditions, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date, unless otherwise agreed to in writing by the Parties.

6. **Conditions.** The Completion Dates set forth in an Implementation Timeline are contingent upon CareFusion’s timely receipt of all properly executed contract documents from Customer prior to the Completion Date for Stage 1 and the provision of adequate Customer resources as outlined herein. If Customer fails to provide access or otherwise prevents CareFusion from conducting an Implementation Activity through no fault of CareFusion, then (i) CareFusion may adjust affected deadlines and re-schedule the activity, and (ii) Customer shall reimburse CareFusion for expenses incurred due to re-scheduling.



Implementation Timeline

Solution / Product(s): ES Upgrade - All Facilities

Customer Name: Arrowhead Regional Medical Center

Customer Order Number: 1000150691, 1000173709 , 1000173742, 1000173741, 1000173744, 1000173984, 1000173987

Timeline Create Date: 10/20/2020

Timeline Expiration Date: 11/19/2020

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	3/1/2021
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. <u>Customer</u> procures third-party hardware equipment (if necessary).	3/31/2021
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	4/30/2021
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	5/28/2021
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	6/11/2021
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	11/8/2021
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	11/19/2021
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	12/1/2021
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	2/11/2022
Term Begin Date		3/1/2022

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	<ul style="list-style-type: none"> • Upgrade going from ES v1.4 to current • Minimal workflow and system design changes from current state • Training needed for new features and functionality only • Anchors and OSHPD approvals to be completed prior to any equipment deployment. Will be confirmed during readiness review meeting. • All equipment will be delivered in one shipment • Staging area will be large enough for all equipment to be configured and communicating • New smart cubie drawers will be pended and loaded during staging • Each nursing unit (Main, aux, and tower) will take approximately 2 hours to swap out • Dedicated pharmacy resources for 2 teams during go-live

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation

Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline.

Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

Arrowhead Regional Medical Center	CareFusion Solutions, LLC
Sign:	Sign:
Print: Curt Hagman	Print:
Title: Chairman, Board of Supervisors	Title:
Date:	Date:



Schedule

BD Pyxis™ Products Support Terms

For Comprehensive, Enhanced and Premier Support Plans

These terms, in addition to applicable provisions of this Master Agreement, apply to support services (“Support”) for BD Pyxis™ MedStation™ ES System, BD Pyxis™ Anesthesia Station ES, BD Pyxis™ SupplyStation™, BD Pyxis™ IV Prep Products, and BD Pyxis™ Logistics Products (collectively, “Pyxis Products”), as set forth in the applicable Customer Order. The Customer Order identifies the Support Plan (*Comprehensive, Enhanced, or Premier*) (each, a “Support Plan”) and this Schedule shall only be applicable to those Customer Orders which list a Comprehensive, Enhanced, or Premier Support Plan. Customer’s and CareFusion’s responsibilities for Support of the Pyxis Products will vary according to the Support Plan, as set forth below.

1. Support Term. The “Initial Support Term” for a Pyxis Product means the number of months stated in the applicable Customer Order, beginning on the Term Begin Date as stated in the applicable Implementation Timeline. If there is no Term Begin Date set forth in an Implementation Timeline, then the Initial Support Term will begin on the first day of the month after the Pyxis Product is Accepted. The Support Term will automatically terminate at the end of the Initial Support Term, provided that if the Support Term is for Rental Equipment (as such term is defined in the Equipment Rental Terms Schedule) and Customer does not return or otherwise purchase Rental Equipment at the end of the initial Rental Term, then the related Support Term for such Rental Equipment will convert to a month-to-month Support Term (“Extended Support Term”) and the applicable Monthly Support Fees will be as stated in the then-current BD Pyxis™ price catalog. An Extended Support Term may be terminated by either Party upon no less than thirty (30) days’ prior written notice. For purposes of this Schedule, “Support Term” shall mean the Initial Support Term, with the Extended Support Term.

2. Monthly Support Fees and Payment. During the Initial Support Term, the Monthly Support Fee shall be as stated in the Customer Order, and during each Extended Support Term the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current BD Pyxis™ product price catalog, less any applicable discounts (as applicable, the “Monthly Support Fee”). Customer will pay the Monthly Support Fees on the first business day of each month during the Support Term.

3. General Support. CareFusion shall provide Support, as identified in these terms and set forth in the applicable Customer Order. Notwithstanding any contrary Support Plan identified on a Customer Order for BD Pyxis™ IV Prep or BD Pyxis™ Logistics Products, only the Comprehensive Support Plan shall be applicable to such Pyxis Products. If Customer at any time fails to pay any Monthly Support Fees for Support, then CareFusion may cease providing such Support upon thirty (30) days’ notice, and cease providing any or all Support to any or all entities listed on **Exhibit B** to the Master Agreement (if applicable), for so long as the fees remain unpaid. Customer shall facilitate CareFusion’s provision of Support, including by (i) using reasonable efforts to cause Users to obtain and maintain reasonable competence in the use of Products, (ii) ensuring that the applicable elements of Customer’s technology environment meet the system requirements specified in the applicable User Guide, (iii) properly maintaining each element of Customer’s technology environment, and (iv) discontinuing the use of each element that has reached the end of its useful life. For the avoidance of doubt, CareFusion has no obligation to maintain, repair or replace any element of Customer’s technology environment.

3.1 Properly Performing. During the Support Term, CareFusion will provide parts, labor and replacement parts necessary to keep the Pyxis Products and CareFusion-provided interfaces (“Interfaces”) performing in accordance with the material specifications of the applicable User Guide (“Properly Performing”), subject to **Section 7.3**. During any Extended Support Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing including CareFusion’s use of refurbished parts, but will have no obligation to replace Equipment or Software. If, during an Extended Support Term, CareFusion is unable to restore the functionality of the Pyxis Product, then in its sole determination, CareFusion may elect to terminate the Support Term for such Pyxis Product, effective as of the first day of the month following its determination.

3.2 Technical Support. To obtain Technical Support, Customer may contact CareFusion’s Technical Support Center, by phone at 1.800.727.6102 or online at www.carefusion.com/css, twenty-four (24) hours a day, seven (7) days a week, each day of the year.

3.3 Remote Issue Resolution. When Customer reports that a Pyxis Product is not Properly Performing (an “Issue”), CareFusion will promptly respond to Customer’s report. CareFusion will request additional information about the Issue, if needed, will assess the severity of the Issue in consultation with Customer, and will begin work to verify, diagnose and resolve the Issue. If remote support technologies (“RSS”) are deployed with the Pyxis Product, CareFusion will use RSS as appropriate in its work to verify, diagnose and resolve the Issue. Customer will provide high-speed internet access and firewall modifications to enable connectivity to the Pyxis Product via RSS, if applicable. If Customer’s system, connectivity, or personnel do not permit RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime Guarantee (as defined below) applicable to that Pyxis Product will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services. Customer will permit CareFusion to install and maintain at Customer’s site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where direct access to equipment is required, Customer will allow CareFusion such access. For applicable Pyxis ES Products, as defined in **Section 6.7** (*Software Patching*), CareFusion will provide monitoring of Pyxis ES Product performance via RSS, and will notify identified Customer representatives of specific alarms and events where CareFusion has acted either to prevent or correct a service condition.



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BD Pyxis™ Products Support Terms

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3.4 On-Site Issue Resolution. If CareFusion determines that on-site service is necessary for proper verification, diagnosis or resolution of an Issue, it will promptly dispatch a field service technician to Customer’s facility, or, if CareFusion determines that the Issue does not require immediate attention, it will schedule on-site service for a mutually-agreed date. CareFusion will resolve Equipment Issues by repairing or, as needed, by replacing the Equipment, provided that CareFusion will not be obligated to replace any Equipment during an Extended Support Term.

4. Support of Equipment. For Equipment, in addition to the Support obligations outlined in **Section 3** above, CareFusion will provide additional services or guarantees, based on the Support Plan identified in the Customer Order, as summarized in Table 1 below and further described below.

Table 1 – Support Service Tiers

Support Services	Comprehensive	Enhanced	Premier
Guaranteed Response Time	24 Hours	8 Hours	6 Hours
Equipment Uptime Guarantee	not included	√	√
Preventative Maintenance	√	√	√
Equipment Relocation	√	√	√
Replacement Parts	√	√	√

4.1 Guaranteed Response Time (On-Site Service). When CareFusion determines that immediate on-site service is required, CareFusion guarantees that a technician will arrive at Customer’s site within six (6) hours after dispatch under the Premier Support Plan, within eight (8) hours after dispatch under Enhanced Support Plan, and otherwise within twenty-four (24) hours after dispatch unless Customer requests scheduled time (“Guaranteed Response Time”). For any failure to meet the applicable Guaranteed Response Time, Customer, as its sole remedy for the failure, will be entitled to credits against Customer’s Monthly Support Fees, as follows: (i) for the Premier Support Plan, an amount equal to five percent (5%) of the Monthly Support Fees for all Pyxis Products at the site of the affected Pyxis Product; (ii) for Enhanced Support, an amount equal to twenty percent (20%) of the Monthly Support Fees for the affected Pyxis Products; and (iii) for Comprehensive Support, an amount equal to five percent (5%) of the Monthly Support Fees for the affected Pyxis Products.

4.2 Equipment Uptime Guarantee. For the Premier and Enhanced Support Plans, CareFusion guarantees that, in any calendar month (i) the product of the number of hours in the month and the average number of RSS-enabled devices at a Customer site in the month (“Total Device Hours”), less (ii) the number of hours in the month required to resolve Issues (other than low priority Issues) for such Equipment at the site will not be less than ninety seven percent (97%) of Total Device Hours (“Uptime Guarantee”). If CareFusion fails to meet this guarantee due to no fault of the Customer, Customer will be entitled, as its sole remedy for the failure, to a credit against Customer’s Monthly Support Fee for such devices at the site in an amount equal to ten percent (10%) of the Monthly Support Fee, for Premier Support, and five percent (5%) of the Monthly Support Fees for the Enhanced Support Plan. Customer shall give CareFusion notice of any and all such failures in a calendar quarter not later than the last day of the first month of the following calendar quarter. All credits will be applied to the Monthly Support Fee for the third month of the next calendar quarter.

4.3 Preventative Maintenance. CareFusion will perform recommended onsite preventative maintenance of Equipment in accordance with CareFusion’s then-current preventive maintenance schedule.

4.4 Equipment Relocation. Upon thirty (30) days’ written notice from Customer, CareFusion will relocate eligible Equipment to another Customer facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by Customer and CareFusion. A list of eligible Equipment is available at cp.carefusion.com.

5. Software Services. For those Pyxis Products that are Software, in addition to the Support obligations outlined in **Section 3** above, CareFusion will provide additional services, based on the Support Plan identified in the Customer Order, as summarized in Table 2 below.



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Table 2

Support Services	Comprehensive	Enhanced	Premier
Remote Support Services	√	√	√
Updates and Upgrades	√	√	√
Software Patching	√	√	√
Virtual Machine (VM) Deployments	√	√	√
Proactive Monitoring*	√	√	√
Project Management for Upgrades	√	√	√
Online Learning	√	√	√
Server Migration	not included	not included	√
BD Knowledge Portal for Medication Technologies	√	√	√
Remote Data Support	not included	√	√
Remote Practice Support	not included	√	√
Dispensing System Manager Courses Tuition Waiver	not included	1/contract	1/year
Dispensing System Data Workshop Tuition Waiver	not included	not included	2/year
Annual On-Site Consulting	not included	not included	8hours/devices

5.1 Updates. “Update” means a bug fix, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Software. Update also includes CareFusion-approved software patches for its Software. During the Support Term, if CareFusion generally releases an Update to the Software, then CareFusion will install the Update and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer’s information system.

5.2 Upgrades. “Upgrade” means a major enhancement, new feature or other improvement to the Software, but does not include any Equipment, Third Party Software, or any other Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Software, then CareFusion will install the Upgrade and will deliver notice to Customer of the Upgrade.

5.3 Server Upgrades. For Premier Support, CareFusion will provide support services and CareFusion licenses on a one-time basis to upgrade Customer’s server to the latest version if required in order to support a Product release.

5.4 Virtual Machine (VM) Services. For Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is housed locally in the CareFusion-provided VM container, then Support will include (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL). If the applicable relational database server instance is not housed locally in the CareFusion-provided VM container then Customer shall have these obligations as set forth in **Section 6.4 (Virtual Machine (VM) Deployments)**.

5.5 Project Management for Upgrades. CareFusion will remotely assist Customer in managing project tasks and deliverables for Software Upgrades. Customer is entitled to 20 hours of consulting in each annual period (unused hours do not carry over to succeeding periods). Customer may schedule this service no less than six (6) weeks in advance.

5.6 Online learning. CareFusion will provide Customer with access to its online learning management system. Customers with access to this portal can also view scheduled trainings and webinars. In addition, Customer may participate in CareFusion-hosted webinars with clinicians to discuss best practices in using the Software. Webinars may be accessed at <https://bd.com/LearningCompass>.

5.7 Remote Data Support. For qualifying support tiers, as described in Table 2 of this **Section 5** above, CareFusion will provide access to qualified consultants to address customer data set questions and concerns and to assist with the interpretation of Knowledge Portal. To obtain data support, Customer may contact pyxissupport@bd.com. CareFusion will monitor and respond within 24 hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.



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5.8 Remote Practice Support. For qualifying support tiers, CareFusion will answer Customer's questions about features, functions and operation of the Software. To obtain remote practice support, Customer may contact pyxissupport@bd.com. Carefusion will monitor and respond within 24 hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.

5.9 Dispensing System Manager Courses Tuition Waiver. Beginning upon execution of the first Customer Order for Pyxis MedStation ES Products with an applicable Support Plan under this Schedule, not to exceed once during each twelve months during the Support Term, CareFusion will waive tuition for qualifying support tiers as in Table 2 above for Customer's staff to attend a generally available system manager course held at BD's facility. The number of tuition seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term. Course dates are available at <https://bd.com/LearningCompass>. Unused tuition waivers may not be applied towards subsequent years.

5.10 Dispensing System Data Workshop Tuition Waiver. Beginning upon execution of the Customer Order for BD Pyxis MedStation ES Products with an applicable Support Plan under this Schedule, not to exceed once during each twelve months during the Support Term, CareFusion will waive tuition for qualifying Support Plans as in Table 2 above for two members of Customer's staff to attend a data workshop. Course dates are available at <https://bd.com/LearningCompass>. The number of tuition seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term.

5.11 Annual On-Site Clinical In-service. For Customers with a qualifying Support Plan, at Customer's request, CareFusion will provide on-site clinical inservicing for practice reinforcement, and best practices, as CareFusion and Customer determine appropriate for the Customer site. CareFusion will provide this service in one 8-hour visit for up to 200 devices at the site. If multiple visits are required, they will be on consecutive days. Customer may schedule this service no less than six weeks in advance. CareFusion will perform this service one time per twelve-month period during the Support Term, beginning upon execution of the Customer Order for BD Pyxis MedStation ES Products with an applicable Support Plan under this Schedule. The number of tuition seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term.

5.12 Knowledge Portal for Dispensing Technologies. Customer may access the BD Pyxis™ Knowledge Portal for Medication Technologies website. Resources available at the website include product documentation, self-study courses, and group training sessions.

6. Customer Obligations

6.1 Server Support. Customer will ensure the proper functioning and availability of (i) Customer's side of station and server network connectivity, (ii) Customer-provided server Equipment, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

6.2 System Requirements. Customer will provide (i) station and server environment, (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Equipment Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Equipment Requirements Schedule.

6.3 Interface Modification. If CareFusion modifies an Interface between a Pyxis Product and Customer's information system as part of Support, then Customer will test the modified Interface within seventy-two (72) hours. Customer's sole remedy for any Issues related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality.

6.4 Virtual Machine (VM) Deployments. For Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Pyxis Product(s) as set forth in the Equipment Requirements Schedule.

6.5 Active Directory. For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.

6.6 Data Backup. Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

6.7 Software Patching. Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis Products that operate on the Pyxis ES technology platform ("Pyxis ES Products").

6.8 Peripherals. Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

6.9 Consumables. Customer is solely responsible for the replacement or installation of consumables, including but not limited to batteries, paper and toner.



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6.10 Additional Services. Any service not specifically identified herein as a component of the Support Plan elected by Customer under the Customer Order may be provided by CareFusion under separate agreement between the Parties at then-current Time and Materials rates for that service.

6.11 Onsite Support. Customer may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If Customer fails to provide timely notice or interferes with CareFusion's performance of scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime Guarantee calculation will not include the Service Case Hours associated with that service call. CareFusion employees and agents ("CareFusion Personnel") shall not handle Customer's medications. Customer must be present and capable of monitoring CareFusion Personnel during any activity involving Pyxis Products in which medications are present. If Customer fails to do so, then Customer will reimburse CareFusion for any expenses related to re-scheduling such activity.

7. Exclusions

7.1 Outdated Software. CareFusion is not obligated to provide Support, and no Uptime Guarantee or Guaranteed Response Time applies, for a Pyxis Product that is more than three (3) versions older than the then-current version.

7.2 Customer Equipment. CareFusion will not provide Support for products that are not Pyxis Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Pyxis Products.

7.3 External Causes. CareFusion is not obligated to perform Support for any part of a Pyxis Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined in **Section 6** (*Customer Obligations*) above; or (v) Customer prevents or refuses installation of an Update or Upgrade (collectively, "External Causes"). If Customer requests that CareFusion attempt to correct a problem with a Pyxis Product attributable to an External Cause, then CareFusion will perform repair services on a time and materials basis at CareFusion's then-current rates and prices.

8. Third-Party Applications and Equipment Limitations. Support for any software or Equipment sublicensed or resold, as applicable, to Customer by CareFusion will be limited to the support and maintenance provided by that third party, with CareFusion as the primary point of contact for such support and maintenance. If requested by Customer, CareFusion shall serve as liaison between Customer and the applicable third party for support requested by Customer, with such liaison services provided at CareFusion's then-current service rates.

8.1 Codonics SLS Maintenance and Support. Notwithstanding any other term or condition in the Customer Order to the contrary, (i) any Codonics Safe Label System product is set forth in the Product Schedule attached to a Customer Order (each, a "Codonics Product") will not be subject to the Support Terms Schedule of the Master Agreement; (ii) the Limited Warranty set forth in the Master Agreement will have no application to a Codonics Product; and (iii) warranty and support services for any Codonics Product will be provided by Codonics pursuant to warranty and support information to be delivered by CareFusion with the Codonics Products. CareFusion will have no obligation to provide support services in relation to any Codonics Product.

9. End of Life. CareFusion intends to continue to create new and better technologies, products and services. From time to time, CareFusion may discontinue Pyxis Products and replace them with one or more of these technologies, products and services. To help customers identify these transitions and plan for infrastructure adjustments, CareFusion maintains End-of-Sale and End-of-Life policies for all Pyxis Products. CareFusion will, among other things (i) announce the date on which CareFusion will no longer license, lease or sell a Pyxis Product ("End-of-Sale"), (ii) specify the date on which CareFusion will cease providing Support for the Pyxis Product ("End-of-Life"), and (iii) identify one or more new technologies or services, or existing Pyxis Products, that may be suitable replacements for the End-of-Sale or End-of-Life Pyxis Product.



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10. Services Warranty. CareFusion warrants that its services will be performed by trained individuals in a professional, workman-like manner. CareFusion will promptly re-perform any non-conforming services for no charge if Customer provides reasonably prompt written notice to CareFusion. The foregoing is Customer's sole and exclusive remedy (and CareFusion's sole and exclusive liability) for all claims regarding CareFusion's responsibilities under this schedule. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as CareFusion remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. **NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.** CareFusion may use refurbished parts during service so long as it uses the same quality control procedures as for new parts. Any part for which CareFusion has supplied a replacement shall become CareFusion owned property.

11. Termination for Cause by CareFusion. Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for Pyxis Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of such written notice providing full details of such non-compliance.

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Schedule BD HealthSight™

These terms apply to BD HealthSight™ Products (collectively, “HealthSight Products”) provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties. This Schedule does not apply to any other Product or Services.

1. Products.

1.1 Applications; Professional Services. The Products consist of hosted Software applications, and may also include professional services. The specific Products to be provided to Customer are identified in the Customer Order(s). The hosted Software applications provide tools for analyzing Data and other information relating to procurement, storage, transfer and administration of medications. Professional services are intended to assist Customer in its use of such information and the outputs of the hosted Software applications to improve its medication management systems and processes.

1.2 Enhancements. From time to time, CareFusion may enhance, modify, discontinue, or provide new Product features or functions. Some enhancements, modifications and new features or functions may require use of additional Data or other information, including Data and other information from Customer’s third-party medical and health information technologies. Additional Hardware, Software or Services may be required for the Products to access such Data or other information, for which CareFusion may charge additional fees. In no event will CareFusion materially lessen core features or functions.

2. Term.

2.1. Applications. The initial Term with respect to Products consisting of hosted Software applications will be the period of time stated in the applicable Customer Order, commencing on the first day of the month following completion of the applicable on-boarding process, or, in the absence of any on-boarding process, on delivery of the protocols, keys or access codes needed to access the Software applications. Subject to **Section 6.4** of the General Terms and Conditions (*Termination for Non-Appropriation*), the Term is non-cancellable.

2.2. Professional Services. The Term with respect to Products consisting of professional services, if applicable, will be the period of time stated in the applicable Customer Order commencing on completion of the applicable on-boarding process. Subject to **Section 6.4** of the General Terms and Conditions (*Termination for Non-Appropriation*), the Term is non-cancellable.

3. Hospital Expansion. If at any time the scope of Customer’s facilities or operations increases by more than ten percent (10%), CareFusion may increase the fees for the Products on a pro rata basis upon reasonable written notice to Customer.

4 Data Use. Customer acknowledges that Data and other information from Customer’s CareFusion Products and Services and from Customer’s third-party medical devices and health information technologies are essential to the delivery of HealthSight Products. Accordingly, Customer hereby authorizes CareFusion to access and use such Data, separately or aggregated with other data, in and for the operation of the Products, the improvement and development of the Products and related products, and the reporting of health-related metrics to government agencies; provided that all personally identifiable information (including “protected health information,” as defined at 45 C.F.R. § 160.103) and information that can be used to identify Customer shall be de-identified, except to the extent such identifiable or identifying information is indispensable to such use. Customer shall cooperate with CareFusion, and use reasonable efforts to cause suppliers of third-party technologies to cooperate with CareFusion, to make such Data available for use with the Products. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect the performance of any of the Products or Services; such changes may require additional Services, which, subject to Customer’s written authorization, CareFusion will provide at its then current rates. Customer shall not be relieved of its payment obligations for Products that do not Properly Perform due to Customer’s failure to provide such Data.

To the extent this Section 4 conflicts with any term of the Master Agreement, any business associate agreement, or any other agreement between Customer and CareFusion, this Section 4 will govern and Customer hereby waives enforcement of such conflicting term.

5. Support. CareFusion will provide technical support for the Products Monday through Friday, between 6:00 a.m. and 5:00 p.m. Pacific Time. Customer may access support by contacting the CareFusion Technical Support Center (“TSC”) by phone at 1.800.727.6102 or through the TSC’s self-service portal at <https://eim.carefusion.com/Account/Login?to=ICSS>.

6. Service Misuse. Customer acknowledges and agrees that the Products and Services are not intended to replace professional clinical judgment. Treatment decisions should never be based strictly or solely on information provided by a Product or Service. It is important that patients’ conditions continue to be monitored by Customer and confirmed through clinical expertise, review of a patient’s chart, medication history, laboratory results, and physical observance. Misuse of a Product or Service without the foregoing review and/or lack of clinical expertise may lead to an adverse drug event. Only licensed healthcare providers who are authorized and trained to use a Product or Service should do so. Customer remains solely responsible for setting protocol and for clinical decisions to be used in case of a given alert (standard or customized).

7. LIMITATION OF LIABILITY. CAREFUSION IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO, UNSCHEDULED DOWNTIME, CUSTOMER SYSTEM ISSUES, CUSTOMER DATA ISSUES AND SERVICE MISUSE. This Section is in addition to, and does not supersede, the Limitations of Liability in the Master Agreement.



Customer Order

Customer Order Date: 08/28/2020

Customer Order : 1000150691, 1000173709 , 1000173742, 1000173741, 1000173744, 1000173984, 1000173987

Customer Information

Sold To:		Ship To:	Bill To	
Legal Name:	COUNTY OF SAN BERNARDINO		Same as (Circle)	Sold To: Ship To:
DBA:	ARROWHEAD REGIONAL MEDICAL CENTER	ARROWHEAD REGIONAL MEDICAL CENTER		
Street Address:	400 N PEPPER AVE	400 N PEPPER AVE		
City,St.,Zip:	COLTON, CA 92324-1819	COLTON, CA 92324-1819		
Customer No.	6546900	6546900		

1. **Customer Orders.** Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Pyxis Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Pyxis Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement**."

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

3. **Footprint Modification Option.** The Parties understand and agree that the Pyxis Products hereunder will be subject to the following option (hereafter, "**FMO Option**").
 (a) **Definitions.** As used herein, (i) "**FMO Products**" will mean a subset of the Pyxis Products valued at up to twenty percent (20%) of the Modification Amount for each Contract Year; (ii) "**Modification Amount**" will mean the total annual Monthly Rental and/or Monthly Subscription Fees for the Pyxis Products hereunder; and (iii) "**Contract Year**" will mean the twelve (12) month period beginning on the Effective Date (or the anniversary of the Effective Date) of the Master Agreement ("**Master Agreement Anniversary Date**") and ending twelve (12) months thereafter and each subsequent twelve-(12) month period of the Rental and/or Subscription Terms hereunder.
 (b) **Terms and Conditions.** Provided that Customer is not then in breach of any agreement with CareFusion, Customer may terminate the Rental Term or Subscription Term for the FMO Products any time during a Contract Year. Termination shall be subject to Customer's execution of CareFusion's standard form amendment to the Customer Orders and Customer's compliance with the terms thereof, including, without limitation, return of the FMO Products at Customer's expense. Termination of the Rental or Subscription Term for the FMO Products shall be effective the first day of the month following the date CareFusion receives possession of the FMO Products. On the effective date of termination, the Rental, Subscription or Support Terms and Customer's obligation to pay Monthly Rental, Subscription or Support Fees for the FMO Products will terminate.
 For the sake of clarity, the foregoing option shall not: (i) apply any Pyxis Products other than the FMO Products, (ii) apply to any "sold-to" or "ship-to" entity not designated above, (iii) apply to any Third Party Product or Third Party Software listed in the Customer Orders, or (iv) carry over to a subsequent Contract Year.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order?(Please Circle)

Yes	No	Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above. When complete, additional copies will be sent to the following address:

Name: _____
 Street Address: _____
 City,St.,Zip: _____

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

COUNTY OF SAN BERNARDINO

Sign: _____
 Print: Curt Hagman
 Title: Chairman, Board of Supervisors

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign: _____
 Print: _____
 Title: _____ Date: _____

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Julie Meisterlin
 Email: julie.meisterlin@bd.com



**Customer Order
Pyxis Product Schedule**

Customer Order : 1000150691

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

GPO: VIZIENT CE7136

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Support Level: Enhanced
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
13508198	CONSOLE DTSVM SERVER DEMO/TEST	██████████	██████████				RETURN TO CAREFUSION		CNL							
14188275	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	2BHN	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14188276	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	3N	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14188277	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	1BHS	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14188278	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	1BHN	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14188279	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	2BHS	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14206687	CIISafe,V7.X Desktop PC, Bio	██████████	██████████	PHARMACY	107-245-01		CIISafe,V8.X Desktop PC, Bio		UPR	1	██████████	██████████	██████████	██████████	██████████	██████████
14206907	CIISAFE, DBL AUX, CLEAR DOORS	██████████	██████████	PHARMACY	111-113		CIISAFE, DBL AUX, CLEAR DOORS		UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14206908	CIISAFE, DBL AUX, CLEAR DOORS	██████████	██████████	PHARMACY	111-113		CIISAFE, DBL AUX, CLEAR DOORS		UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14207427	CIISAFE V7.X DESKTOP LABEL PTR NO BIO	██████████	██████████	OUTPATIENT	107-246-01		CIISAFE V8.X DESKTOP PC, NO BIO		UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14207682	PYXIS ANESTHESIA SYSTEM ES	██████████	██████████	OR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211512	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	LD	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211513	MEDSTATION,ES,MAIN,2-DRAWER	██████████	██████████	NB	323	Rx	MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211514	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	NICU	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211515	MEDSTATION,ES,MAIN,6-DRAWER	██████████	██████████	PP	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211533	MEDSTATION,ES,MAIN,2-DRAWER	██████████	██████████	GILAB	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
14211534	MEDSTATION,ES,MAIN,2-DRAWER	██████████	██████████	PREOP	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████

Customer Initials: _____



**Customer Order
Pyxis Product Schedule**

Customer Order : 1000150691

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

Support Level: Enhanced

Rental and Support Term: 60 months

GPO: VIZIENT CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14214900	MEDSTATION,ES,MAIN,2-DRAWER			INT RAD - CARDIMG	323		MEDSTATION,ES,MAIN,6DR,MLM	6	UPU	1						
14214901	MEDSTATION,ES,MAIN,2-DRAWER			DIALYSIS	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1						
14214902	MEDSTATION,ES,MAIN,2-DRAWER			MEDIMG	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1						
14214904	MEDSTATION,ES,MAIN,2-DRAWER			INTMEDMO B	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1						
14214905	MEDSTATION,ES,MAIN,2-DRAWER			ONC	323		MEDSTATION,ES,MAIN,2DR,MLM	1	UPU	1						
14229639	MED, RM, ROUND, 25, DOM			CARDIMG	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229640	MED, RM, ROUND, 25, DOM			DIALYSIS	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229641	MED, RM, ROUND, 25, DOM			ERTRAUMA	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229642	MED, RM, ROUND, 25, DOM			ERMET	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229675	MED, RM, ROUND, 25, DOM			PACU	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229676	MED, RM, ROUND, 25, DOM			PODB	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14229677	MED, RM, ROUND, 25, DOM			PODD	345		MED,RM,ROUND OFFSET,25FT,LT		UPN	1						
14231300	MEDSTATION,ES,AUX,7-DRAWER			6C	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14231301	MEDSTATION,ES,AUX,7-DRAWER			6S	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14231302	MEDSTATION,ES,MAIN,6-DRAWER			6S	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14231303	MEDSTATION,ES,MAIN,6-DRAWER			6C	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14231304	MEDSTATION,ES,MAIN,6-DRAWER			6N	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14231305	MEDSTATION,ES,AUX,7-DRAWER			6N	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14246617	MEDSTATION,ES,AUX,7-DRAWER			5C	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						

Customer Initials: _____



Customer Order
Pyxis Product Schedule
Customer Order : 1000150691

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: VIZIENT CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14246618	MEDSTATION,ES,AUX,7-DRAWER			5N	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14246619	MEDSTATION,ES,AUX,7-DRAWER			5S	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14246620	MEDSTATION,ES,MAIN,6-DRAWER			5C	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14246622	MEDSTATION,ES,MAIN,6-DRAWER			5S	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14246624	MEDSTATION,ES,MAIN,6-DRAWER			5N	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14252519	MEDSTATION,ES,AUX,7-DRAWER			4C	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14252520	MEDSTATION,ES,AUX,7-DRAWER			4N	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14252521	MEDSTATION,ES,AUX,7-DRAWER			4S	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14252522	MEDSTATION,ES,MAIN,6-DRAWER			4C	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14252523	MEDSTATION,ES,MAIN,6-DRAWER			4N	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14252524	MEDSTATION,ES,MAIN,6-DRAWER			4S	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14269867	MEDSTATION,ES,AUX,7-DRAWER			2C	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14269868	MEDSTATION,ES,AUX,7-DRAWER			2N	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14269869	MEDSTATION,ES,AUX,7-DRAWER			2S	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14269870	MEDSTATION,ES,MAIN,6-DRAWER			2C	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14269871	MEDSTATION,ES,MAIN,6-DRAWER			2N	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14269872	MEDSTATION,ES,MAIN,6-DRAWER			2S	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14286892	MEDSTATION,ES,AUX,7-DRAWER			2BHN	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14286893	MEDSTATION,ES,AUX,7-DRAWER			1BHS	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						

Customer Initials: _____



Customer Order
Pyxis Product Schedule
Customer Order : 1000150691

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: VIZIENT CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14286894	MEDSTATION,ES,AUX,7-DRAWER			1BHN	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14289036	PYXIS ANESTHESIA SYSTEM ES			OBOR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289037	PYXIS ANESTHESIA SYSTEM ES			OBOR2	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289038	PYXIS ANESTHESIA SYSTEM ES			OBOR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289039	PYXIS ANESTHESIA SYSTEM ES			OR1	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289040	PYXIS ANESTHESIA SYSTEM ES			OR10	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289041	PYXIS ANESTHESIA SYSTEM ES			OR11	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289042	PYXIS ANESTHESIA SYSTEM ES			OR12	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289043	PYXIS ANESTHESIA SYSTEM ES			OR14	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289044	PYXIS ANESTHESIA SYSTEM ES			OR15	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289045	PYXIS ANESTHESIA SYSTEM ES			OR3	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289046	PYXIS ANESTHESIA SYSTEM ES			OR4	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289047	PYXIS ANESTHESIA SYSTEM ES			OR5	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289048	PYXIS ANESTHESIA SYSTEM ES			OR7	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14289049	PYXIS ANESTHESIA SYSTEM ES			OR9	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14292941	MEDSTATION,ES,MAIN,6-DRAWER			PACU	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14292942	MEDSTATION,ES,MAIN,6-DRAWER			PODD	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14293081	MEDSTATION,ES,AUX,7-DRAWER			PODB	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14293082	MEDSTATION,ES,AUX,7-DRAWER			PACU	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						

Customer Initials: _____



Customer Order
Pyxis Product Schedule
Customer Order : 1000150691

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

Support Level: Enhanced
 Rental and Support Term: 60 months

GPO: VIZIENT CE7136

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14293083	MEDSTATION,ES,MAIN,6-DRAWER			ERTRAUMA	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14293084	MEDSTATION,ES,MAIN,6-DRAWER			PODB	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14293085	MEDSTATION,ES,MAIN,6-DRAWER			ERMET	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14293086	MEDSTATION,ES,MAIN,6-DRAWER			OR	323		MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14305693	MEDSTATION,ES,MAIN,6-DRAWER			PP2	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	5	UPU	1						
14472648	MEDSTATION,ES,MAIN,6-DRAWER			CSU	323	Rx	MEDSTATION,ES,MAIN,6DR,MLM	6	UPU	1						
14472649	MEDSTATION,ES,MAIN,2-DRAWER			PACU2	323	Rx	MEDSTATION,ES,MAIN,2DR,MLM	2	UPU	1						
14486059	MEDSTATION,ES,AUX,7-DRAWER			PP2	324		MEDSTATION,ES,AUX,7-DRAWER	5	UPU	1						
14818516	PYXIS ANESTHESIA SYSTEM ES			OR8	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
14818522	PYXIS ANESTHESIA SYSTEM ES			OR16	327		PYXIS ANESTHESIA SYSTEM ES	1	UPU	1						
40538424	CCE Enterprise SW Site license (single)			XIT	134561-01		CCE Enterprise SW Site license (single)		SWR	1						
40550978	ES VM PRODUCTION SERVER W/SQL LIC			ARMC-PYXESRPT P	137670-02		ES VM LARGE 2016 SERVER W/SQL		SWU	1						
40550979	ES VM TEST SERVER			XIT	137673-02		ES VM TEST 2016 SERVER		SWU	1						
40597228	Localized User/Form Mgmt Lic 21-40Mains			XIT	134802-01		Localized User/Form Mgmt Lic 41-60Mains		SWU	1						
42789561	Hosted Data Services OPT IN			KNOWLEDGE PORTAL	136607-01		Hosted Data Services OPT IN		SWR	1						
				XIT	137409-01		Viewer Dispensing Subscription		SWE	1						
				XIT	801		PYXIS ES LINK LICENSES		SWE	1						
14214903	MEDSTATION,ES,MAIN,2-DRAWER			IPDIALYSIS	323	Rx	MEDSTATION,ES,MAIN,2DR		UPU	1						
		\$ 28,843.03	\$ 9,003.00										\$ 30,993.00			\$ 10,099.00

Customer Initials: _____

Total Monthly Rental & Support Fee:

All fees mentioned are in USD



Customer Order
Pyxis Product Schedule
Customer Order : 1000173709

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD FAMILY HEALTH CENTER WESTSIDE #10272284
 GPO: VIZIENT CE7136

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Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr. Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
	323		MEDSTATION,ES,MAIN,2DR	1	NEW	1	██████████	██████████	██████████	██████████	██████████	██████████0
	134056-01		CCE Basic Connec ivity		SWN	1	██████████	██████████	██████████	██████████	██████████	██████████
	136607-01		Hosted Data Services OPT IN		SWN	1	██████████	██████████	██████████	██████████	██████████	██████████
Totals:									\$ 154.00			\$ 126.00

Total Monthly Rental & Support Fee: \$280.00

All fees mentioned are in USD

Customer Initials: _____



Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD FAMILY HEALTH CENTER FONTANA #10041801

GPO: VIZIENT CE7136

**Customer Order
 Pyxis Product Schedule**

Customer Order : 1000173741

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Support Level: Enhanced

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products													
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee			
		Current	Support								List	Net	Extended	List	Net	Extended	
14318551	MEDSTATION,ES,MAIN,2-DRAWER	████████	████████	FONTANA	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	████████	████████	████████	████████	████████	████████	
		████████	████████		134056-01		CCE Basic Connectivity		SWE	1	████████	████████	████████	████████	████████	████████	
		████████	████████		136607-01		Hosted Data Services OPT IN		SWE	1	████████	████████	████████	████████	████████	████████	
		\$ 166.00	\$ 128.00										\$ 154.00				\$ 126.00

Total Monthly Rental & Support Fee: \$280.00

All fees mentioned are in USD

Customer Initials: _____



Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MCKEE CLINIC #10264878

GPO: VIZIENT CE7136

Customer Order
 Pyxis Product Schedule
 Customer Order : 1000173742

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 [Redacted]
 [Redacted]
 [Redacted]

Support Level: Enhanced

Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
14303456	MEDSTATION,ES,MAIN,2-DRAWER	[Redacted]	[Redacted]		323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
15270156	MEDSTATION,ES,MAIN,2-DRAWER	[Redacted]	[Redacted]	MCKEE2	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		[Redacted]	[Redacted]		134056-01		CCE Basic Connectivity		SWE	1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		[Redacted]	[Redacted]		136607-01		Hosted Data Services OPT IN		SWE	1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
		\$ 677.00	\$ 240.00										\$ 308.00			\$ 252.00

Total Monthly Rental & Support Fee: \$560.00

All fees mentioned are in USD

Customer Initials: _____



Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD FAMILY HEALTH CENTER REDLANDS #10262958

GPO: VIZIENT CE7136

Customer Order
 Pyxis Product Schedule
 Customer Order : 1000173744

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Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/01/2020

Current Products				New Products												
Serial Number	Product Name	Monthly Rental Fee		Proposed Location	Product ID	Rx/Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
		Current	Support								List	Net	Extended	List	Net	Extended
15278861	MEDSTATION,ES,MAIN,2-DRAWER	██████████	██████████	REDLANDS	323		MEDSTATION,ES,MAIN,2DR	1	UPU	1	██████████	██████████	██████████	██████████	██████████	██████████
		██████████	██████████		134056-01		CCE Basic Connectivity		SWE	1	██████████	██████████	██████████	██████████	██████████	██████████
		██████████	██████████		136607-01		Hosted Data Services OPT IN		SWE	1	██████████	██████████	██████████	██████████	██████████	██████████
		\$ 511.00	\$ 112.00										\$ 154.00			\$ 126.00

Total Monthly Rental & Support Fee: \$280.00

All fees mentioned are in USD

Customer Initials: _____



Customer Order
Pyxis Product Schedule
Customer Order : 1000173984

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 GPO: VIZIENT CE7136

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 Support Level: SVC / Advanced 8h
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/12/2020

New Products							Rental Terms			Support Terms		
							Monthly Rental Fee			Monthly Support Fee		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
	1113-00		HEALTHSIGHT DATA MANAGER		SWN	1	██████████	██████████	██████████	██████████	██████████	██████████
	1112-00		DIVERSION ANALYTICS		SWN	1	██████████	██████████	██████████	██████████	██████████	██████████
	137657-01		Pyxis EMR Mapping Services		SWN	1	██████████	██████████	██████████	██████████	██████████	██████████
Totals:									\$ 1,951.00			\$ 0.00

Total Monthly Rental & Support Fee: **\$1,951.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order
Pyxis Product Schedule
Customer Order : 1000173987

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900
 GPO: VIZIENT CE7136

██████████
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 Support Level: Enhanced
 Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 12/10/2020

New Products							Rental Terms			Support Terms		
Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	Monthly Rental Fee			Monthly Support Fee		
							List	Net	Extended	List	Net	Extended
OR	137586-01		SLS550i SAFE LABEL SYS PRINTER KIT		NEW	17	██████████	██████████	██████████	██████████	██████████	██████████
OR	134208-01		Kit Mounting Arm		NEW	17	██████████	██████████	██████████	██████████	██████████	██████████
OR	134754-01		SLS ADMIN TOOL S/W APP SITE LIC		NEW	1	██████████	██████████	██████████	██████████	██████████	██████████
OR	134601-01		SLS ADMINISTRATION TOOL ACCESSORY KIT		NEW	1	██████████	██████████	██████████	██████████	██████████	██████████
OR	134772-01		SLS YEARS 2-5 RETURN-TO-FACTORY WNTY		NEW	17	██████████	██████████	██████████	██████████	██████████	██████████
OR	134774-01		SLS500i EMAIL NOTIFIER SITE LICENSE		NEW	1	██████████	██████████	██████████	██████████	██████████	██████████
OR	135813-01		INTF, CODONICS, FORMULARY		NEW	1	██████████	██████████	██████████	██████████	██████████	██████████
Totals:									\$ 2,728.00			\$ 0.00

Total Monthly Rental & Support Fee: **\$2,728.00**

All fees mentioned are in USD

Customer Initials: _____



Customer Order Attachment Credit

This Customer Order Attachment (“Attachment”) applies to Customer Order Number 1000150691, 1000173709, 1000173741, 1000173742, 1000173744 (the “Customer Order”). This Attachment does not apply to any other Product under the Master Agreement between the Parties or any other customer order.

1. Credit. Within thirty (30) days from the Term Begin Date stated in the Implementation Timeline (“Term Begin Date”), CareFusion will issue a rebate to Customer in the form of a credit (“Credit”) in an amount determined in accordance with Section 1.1, below (the “Credit Amount”), in consideration of and provided that Customer meets the conditions identified in Section 1.2, below (the “Credit Conditions”).

1.1 Credit Amount. The Customer’s Target Credit Amount is eighty-five thousand dollars (\$85,000) (the “Target Credit Amount”). The Credit Amount actually earned by Customer is calculated as the Target Credit Amount multiplied by the ratio of the Contract Value of the Products Accepted by Customer as of the Term Begin Date to the total Contract Value of the Customer Order as of the Term Begin Date (such ratio being the “Percent of Installation Complete”). The Credit Amount shall be zero dollars (\$0) if the Percent of Installation Complete is less than seventy percent (70%) as of the Term Begin Date. For purposes of this Section, the “Contract Value” of lease agreements shall mean the net Monthly Rental Fee for each Product multiplied by the total number of months in the Rental Term and, for purchase agreements, shall mean the net purchase price for each Product as stated in the Product Schedule attached hereto. A Product will be considered “Accepted” when Customer has indicated its agreement that the Product was properly installed by executing the Equipment Confirmation Form provided by CareFusion. See the table below for example calculations of a Credit Amount:

Target Credit Amount	Total Contract Value of Customer Order as of Term Begin Date	Contract Value of Products Accepted by Customer as of Term Begin Date	Percent of Installation Complete	Credit Amount Earned
\$100,000	\$1,000,000	\$650,000	65%	\$0
\$100,000	\$1,000,000	\$700,000	70%	\$70,000
\$100,000	\$1,000,000	\$850,000	85%	\$85,000
\$100,000	\$1,000,000	\$1,000,000	100%	\$100,000

1.2 Credit Conditions. For Customer to earn a Credit per this Attachment, Customer must meet the following conditions:

- (a) Customer shall not be subject to a CareFusion credit hold or accounts payable escalation process, or in default or breach under any agreement between the Parties; and
- (b) Customer shall have Accepted at least seventy percent (70%) of the Products on or before the Term Begin Date.

1.3 Use of Credit. The Credit will be used by Customer within twelve (12) months from the date of issuance and shall be applied toward any obligation for CareFusion products and/or associated services rendered to Customer by CareFusion.

1.4 Lease Agreements: Credit Repayment Period. For purposes of this Section 1.4, the Credit Repayment Period for a Customer Order that is a lease agreement (“Lease Agreement”) is thirty-six (36) months from the Term Begin Date. If a Lease Agreement is terminated prior to the one (1) year anniversary of the Term Begin Date, then Customer shall repay the Credit Amount to CareFusion in full. If the Lease Agreement terminates between the first agreement anniversary and the third agreement anniversary, then Customer will repay CareFusion an amount equal to the Credit Amount multiplied by a fraction, the numerator of which is the number of full months remaining in the



Customer Order Attachment Credit

Credit Repayment Period at the time of termination and the denominator of which is the total number of months in the Credit Repayment Period (i.e., Repayment Amount = Remaining Months of Credit Repayment Period/ 36 x Credit Amount). If the Lease Agreement terminates after the end of the Credit Repayment Period, Customer will not be required to repay any portion of the Credit.

1.5 Proper Reporting of Discounts and Pricing. The prices under this Customer Order may reflect “discounts or other reduction in price” as that term is used in the “safe harbor” regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Customer Order, including but not limited to the requirements of the discount “safe harbor” located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Customer Order net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Customer Order and all other documentation regarding this Customer Order, together with the invoices for the products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Customer Order Attachment.

**COUNTY OF SAN BERNARDINO
DBA ARROWHEAD REGIONAL MEDICAL CENTER
#6546900**

CAREFUSION SOLUTIONS, LLC

Notice Address:
Address: 400 North Pepper Avenue
City, State Zip: Colton, CA 92324
State of Incorporation: _____

Notice Address:
3750 Torrey View Court
San Diego, CA 92130
State of Incorporation: Delaware

By: _____
Print: Curt Hagman
Title: Chairman, Board of Supervisors
Date: _____

By: _____
Print: _____
Title: _____
Date: _____



Customer Order Attachment

For Codonics® Safe Label System Warranty and Support Services

This Customer Order Attachment (“Attachment”) applies to Customer Order Number(s) 1000173987, the Codonics® Safe Label System and related services (each, a “Codonics Agreement”) between CareFusion Solutions, LLC (“CareFusion”) and County of San Bernardino DBA Arrowhead Regional Medical Center (“Customer”), each a “Party”. Unless otherwise defined below, capitalized terms in this Attachment will have the same meaning ascribed to the term in the Master Agreement. This Attachment does not apply to any other Product under the Master Agreement or any other Customer Order.

The Codonics Agreement is hereby modified as follows:

- Codonics SLS Maintenance and Support.** Notwithstanding any other term or condition in the Codonics Agreement to the contrary, (i) any Codonics Safe Label System product set forth in the Product Schedule attached hereto (each, a “Codonics Product”) will not be subject to the Support Terms Schedule of the Master Agreement in effect between the Parties; (ii) the Limited Warranty set forth in the Master Agreement will have no application to a Codonics Product; and (iii) warranty and support services for any Codonics Product will be provided by Codonics pursuant to the warranty and support information to be delivered by CareFusion with the Codonics Products. CareFusion will have no obligation to provide support services in relation to any Codonics Product.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Attachment.

**COUNTY OF SAN BERNARDINO
DBA ARROWHEAD REGIONAL MEDICAL CENTER
#6546900**

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: 400 North Pepper Avenue
City, State Zip: Colton, CA 92324
State of Incorporation: _____

Notice Address:

3750 Torrey View Court
San Diego, CA 92130
State of Incorporation: Delaware

By: _____

Curt Hagman

Print: _____

Title: Chairman, Board of Supervisors

Date: _____

By: _____

Print: _____

Title: _____

Date: _____



Customer Order Attachment

Technology Advancement Program Option

For BD Pyxis™ C^{II}Safe

For Rental Customers

This Customer Order Attachment (“Attachment”) applies to any BD Pyxis™ C^{II}Safe main (each, a “Current C^{II}Safe Product”) listed in Customer Order Number(s) 1000150691 (each, a “C^{II}Safe Customer Order”). Unless otherwise defined below, capitalized terms in this Attachment will have the same meaning ascribed to the term in the Master Agreement. This Attachment does not apply to any other Product or any other Customer Order.

1. One-Time Option to Upgrade to the Next Generation of the BD Pyxis™ C^{II}Safe Main. If and when the successor to the Current C^{II}Safe Product is generally commercially released by CareFusion (hereafter, the “Successor C^{II}Safe Product”), Customer shall have a one-time option to upgrade each Current C^{II}Safe Product to a Successor C^{II}Safe Product with no increase in the net Monthly Rental Fees (hereafter, the “Upgrade Option”), subject to the following terms and conditions.

1.1 Option Period. The Upgrade Option will be effective for a period of eighteen (18) months, beginning as of the later of either: (i) the first day of the twenty fourth (24th) month of the initial Rental Term for the Current C^{II}Safe Product; or (ii) the date of CareFusion’s general release of the Successor C^{II}Safe Product (the “Option Period”). Notwithstanding the foregoing, in no event will the Option Period continue beyond the last day of the initial Rental Term for the Current C^{II}Safe Product. If Customer elects to exercise the Upgrade Option, then during the Option Period, Customer will: (i) provide CareFusion with timely notice; and (ii) enter into a new agreement upgrading each Current C^{II}Safe Product to a Successor C^{II}Safe Product, including the terms and conditions applicable to the Successor C^{II}Safe Product, in accordance with **Section 1.3**, below (hereafter, the “C^{II}Safe Upgrade Agreement”). If the C^{II}Safe Upgrade Agreement is not executed by Customer during the Option Period, then effective as of the first day following the Option Period, the Upgrade Option will expire.

1.2 Upgrade Configuration.

- (a) Upgrade to Successor C^{II}Safe Products. The upgrade to the Successor C^{II}Safe Product will include: (i) the replacement of certain hardware, as CareFusion deems necessary; and (ii) an upgrade to the Software, including the operating system software embedded in the Successor C^{II}Safe Product, to the most current version of the Software (collectively, the “C^{II}Safe Upgrade”). The C^{II}Safe Upgrade *will not* include: (A) Software that CareFusion markets and sells as a stand-alone product separate from a Successor C^{II}Safe Product; or (B) any optional hardware substitution or other addition or modification that is not generally commercially released as a part of the C^{II}Safe Upgrade.
- (b) System Requirements; Additional Software Upgrades for BD Pyxis™ ES Products. Customer will timely provide, at its sole cost, any supporting hardware or third party software (e.g., physical servers and SQL licenses) required to meet CareFusion’s minimum requirements applicable to the implementation of the Successor C^{II}Safe Product. If Customer will be using the Successor C^{II}Safe Product with BD Pyxis™ ES system products, then Customer will coordinate with CareFusion to upgrade the BD Pyxis ES system Software to the then-current version of such Software.

1.3 C^{II}Safe Upgrade Agreement Terms and Conditions.

- (a) Implementation Timeline; Rental and Support Terms. The C^{II}Safe Upgrade Agreement will include, without limitation: (i) the Implementation Timeline requiring each Party to complete its Implementation Activities by the mutually agreed upon Term Begin Date for the Successor C^{II}Safe Product (“Successor C^{II}Safe TBD”); and (ii) state the initial Rental Term and Support Term of sixty (60) months for the Successor C^{II}Safe Product, beginning on the Successor C^{II}Safe TBD.
- (b) Monthly Rental and Support Fees. The net Monthly Rental Fees for the Successor C^{II}Safe Product under the C^{II}Safe Upgrade Agreement will be equal to the net Monthly Rental Fees for the corresponding Current C^{II}Safe Product under the C^{II}Safe Customer Order. The Monthly Support Fees for each Successor C^{II}Safe Product will be based on the then-current BD Pyxis™ product price catalog in effect at the time the Parties enter into the C^{II}Safe Upgrade Agreement, less any applicable discounts. Customer will continue to pay all applicable fees under the C^{II}Safe Customer Order without interruption. Effective as of the Successor C^{II}Safe TBD, Customer’s obligation to pay the Monthly Rental Fees and Monthly Support Fees for the Current C^{II}Safe Product will terminate and its obligation to pay the applicable fees for the Successor C^{II}Safe Product under the C^{II}Safe Upgrade Agreement will begin.
- (c) Additional or Modified Terms and Conditions. If any additional or modified terms are generally commercially released as a part of, or as a condition of, the C^{II}Safe Upgrade Agreement (“C^{II}Safe Upgrade Terms”), then the Parties will also timely execute the C^{II}Safe Upgrade Terms. For sake of clarity, if any additional terms and conditions applicable to the use or support of the Successor C^{II}Safe Product are generally commercially released, then the applicable part of the Master Agreement will be modified as a condition to the Parties’ execution of the C^{II}Safe Upgrade Agreement.

2. Current C^{II}Safe Products; EOL Software. Notwithstanding any term or condition in the C^{II}Safe Customer Order(s) or this Attachment to the contrary, if Customer does not execute the C^{II}Safe Upgrade Agreement before the expiration of the Option Period, and any Third Party Software or a third party database embedded into or used in connection with the Current C^{II}Safe Product reaches an end-of-life status (“EOL Software”), then (i) CareFusion reserves the right to pass through to Customer any additional costs (including, but not limited to, licensing and support related costs) imposed by the third-party vendor of the EOL Software; and (ii) if a Current C^{II}Safe Product is not Properly Performing (as such term is defined in the Support Terms Schedule of the Master Agreement) because of the EOL Software, then such event shall be deemed an External Cause, subject to **Section 13** (*Exclusions and Limitations*) of the Support Terms Schedule.

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective party to this Attachment.

**COUNTY OF SAN BERNARDINO
DBA ARROWHEAD REGIONAL MEDICAL CENTER
#6546900**

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: 400 North Pepper Avenue
City, State Zip: Colton, CA 92324

State of Incorporation: _____

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: _____

Print: Curt Hagman

Title: Chairman, Board of Supervisors

Date: _____

By: _____

Print: _____

Title: _____

Date: _____



SEISMIC ANCHOR PRICE QUOTE

Quote Number: 50008113

Valid From: 08/27/2020

Valid To: 02/27/2021

This sales price quote is valid only for the dates above and is subject to change without further notice. Please call CareFusion Solutions, Dispensing Order Management at 800-366-3330 or fax PO to 858-617-5301 to place your order.

By submitting a Purchase Order or payment for the products stated in this quote, Customer accepts and agrees to the following terms and conditions:

1. Taxes. Costs stated in the Seismic Anchor quote or purchase order (the "Anchor Agreement") do not include any applicable taxes. Customer shall pay when due any sales, use, property, or other taxes or assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties arising from the transactions stated in the purchase order.
2. Payment. CareFusion shall invoice Customer for the total cost of the Seismic Anchor after they have been delivered. Within 60 days of invoice by CareFusion, Customer shall pay the total invoiced cost for the Seismic Anchor provided by CareFusion to Customer.
3. Late Charges. If Customer does not pay any amount due to CareFusion pursuant to the Anchor Agreement on or before the due date, then Customer shall pay a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis, or the highest rate allowed by law (whichever is lower).
4. Disclaimer of Warranties. Customer acknowledged and agrees that the Seismic Anchor is provided to Customer on an "As Is" basis and with all faults. CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. CAREFUSION SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF CAREFUSION RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT, NOR SHALL CAREFUSION'S AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER, PURSUANT TO ANY AND ALL CLAIMS AND LEGAL THEORIES EXCEED THE TOTAL COSTS IN FACT PAID BY CUSTOMER TO CAREFUSION FOR THE SEISMIC ANCHOR.
6. Entire Agreement; Amendment. These terms and conditions above, and any other terms and conditions printed on the face of the Seismic Anchor Agreement, constitute the entire agreement and understanding of CareFusion and Customer regarding the Seismic Anchor materials identified in the Anchor Agreement and supersedes all prior written and oral agreements, proposals, bids/bid responses, and understandings between CareFusion and Customer regarding the same. No changes to the Anchor Agreement shall be made or be binding upon either CareFusion or Customer unless made in writing and signed by each party.

Sold To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

Ship To: ARROWHEAD REGIONAL MEDICAL CENTER #6546900

400 N PEPPER AVE COLTON, CA 92324-1819

Item	Material	Description	QTY	UOM	Unit Price	Extended Price
10	122596-01	KIT ANCHOR SEISMIC MED (MS)	46	EA	████████	████████
20	122594-01	KIT ANCH SEISMIC DBL SS152530PSECSC-ICPY	2	EA	████████	████████
					Total:	\$ 84,330.00

CONFIDENTIAL
INFORMATION

If applicable, taxes are applied at time of invoicing.
All prices are confidential between the customer & CareFusion Solutions, LLC.

Thank you for your inquiry!