

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-442

SAP Number

## Arrowhead Regional Medical Center

|                                    |                                                 |
|------------------------------------|-------------------------------------------------|
| Department Contract Representative | Andrew Goldfrach                                |
| Telephone Number                   | 909-580-6150                                    |
| Contractor                         | Stryker Sales, LLC                              |
| Contractor Representative          | Spencer Hood                                    |
| Telephone Number                   | (714) 822-5717                                  |
| Contract Term                      | Five-years effective upon delivery of equipment |
| Original Contract Amount           | \$1,795,489 plus applicable taxes               |
| Amendment Amount                   | N/A                                             |
| Total Contract Amount              | N/A                                             |
| Cost Center                        | 9174214200                                      |
| Grant Number (if applicable)       |                                                 |

**Briefly describe the general nature of the contract:** Service Agreement, including non-standard terms, with Stryker Sales, LLC for service of endoscopy video equipment in the amount of \$1,795,489, plus applicable taxes, for a five-year period effective upon delivery of equipment.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Supervising Deputy County Counsel

Date

6/10/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *Andrew Goldfrach*

Andrew Goldfrach, ARMC Chief Executive Officer

Date 6/10/25



## SERVICE AGREEMENT

These terms and conditions, consisting of this cover page, and any attached and referenced exhibits (collectively, the “**Agreement**”), is entered into by and between Stryker Sales, LLC, acting through its Endoscopy division (“**Stryker**”) and SAN BERNARDINO COUNTY on behalf OF ARROWHEAD REGIONAL MEDICAL CENTER (“**Institution**”) and, if applicable, its owned and operated acute health care facilities as listed in Exhibit A (each individually referred to as a “**Participant**,” and collectively with Institution, as the “**Customer**”). Stryker and Customer are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overview and Background:</b> | This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in this Agreement (the “ <b>Services</b> ”). This Agreement shall also indicate the capital equipment or software set forth on an applicable Equipment Service Plan which is set forth on Exhibit B of the Agreement (collectively, the “ <b>Equipment</b> ”) being covered by such Services. |
| <b>Effective Date and Term:</b> | The term of this Agreement shall commence on the date this Agreement is executed by the last Party (the “ <b>Effective Date</b> ”) and shall continue for a period of five (5) years, or as long as Services are being provided under a Service Plan (the “ <b>Term</b> ”), unless terminated pursuant to the terms of this Agreement.                                                                                         |

**Signatures:** By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

**SAN BERNARDINO COUNTY OF BEHALF  
ARROWHEAD REGIONAL MEDICAL CENTER**

**Signature:**

*Dawn Rowe*

**Name:** Dawn Rowe

**Title:** Chair, Board of Supervisors

**Date:** JUN 18 2025

**Address:**  
ARROWHEAD REGIONAL MEDICAL CENTER  
Attn: Materiel Management - Contracts  
400 North Pepper Avenue  
Colton, CA 92324-1819

**STRYKER SALES, LLC**

**Signature:**

DocuSigned by:  
*Kevin Kowalski*

**Name:** KEVIN KOWALSKI

**Title:** Director of Sales, ProCare

**Date:** 04/30/2025

**Address:**  
5900 Optical Drive  
San Jose, CA 95138

Notices will be sent to the Parties at the addresses listed herein.

## STANDARD TERMS AND CONDITIONS

- Services.** Stryker shall provide to Participant the Services indicated on the applicable Equipment Service Plan. This Agreement is ancillary to and not a complete substitute for the requirements of Participant to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Participant covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.
- Customer Obligations.** Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.
- Insurance.** The insurance requirements are set forth on Schedule E, the terms of which are incorporated herein by this reference. .
- Discount Disclosure and Reporting.** Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each Participant’s obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant’s Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 C.F.R. 1001.952(c) and 42 CFR Part 1001.952(h)). Pricing under this Agreement and each Service Plan may constitute discounts on the purchase of Services or on the rental of equipment in connection with this Agreement. Institution represents that



(i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the power and authority to make or cause such cost reports to be made.

5. **Termination.** Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party, unless the breaching party corrects such material breach within sixty (60) days of its receipt of written notice of the breach from the other party. A termination or expiration of this Agreement shall not relieve Customer of its obligation to pay Stryker for any Services that were performed prior to the effective date of termination or expiration. The Agreement may be canceled by either party by giving a thirty (30) days prior written notice of any such cancellation to the other party. Such cancellation or termination may include all or part of the Services described herein. In the event of a termination, Stryker shall invoice Customer for the time period up to the termination date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment exceeding that already paid during the Agreement. The Customer's ARMC Chief Executive Officer is authorized to terminate or cancel this Agreement on behalf of Customer.
6. **HIPAA Compliance.** Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the Parties mutually agree that Stryker becomes a business associate of Customer, the Parties agree to negotiate to amend this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached, this Agreement will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
7. **Warranties.** Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Participant's premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer's then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be the Participant's property (if Participant owns the Equipment) and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Indemnity.** Stryker shall indemnify and defend Customer and its authorized officers and employees from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services pursuant to this Agreement, which may include reasonable costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.
9. **Limitation of Liability.** EXCEPT FOR LIABILITY RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS US\$500,000. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
10. **Confidentiality.** Stryker and Customer: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party unless such information is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005) (collectively, "Regulations"). 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.
11. **Agreement Coverage.** Stryker shall perform the Services more particularly described herein. The Services will cover the Equipment identified in an Equipment Service Plan. At any time during the Term of this Agreement, Customer may request to have additional Stryker equipment covered under this Agreement. Any such change must be approved in writing by Stryker and may be subject to additional charges. This Agreement is applicable only to Equipment which has been determined by Stryker personnel to be in good operating condition upon his/her initial inspection thereof. If, upon inspection, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement, and will be separately invoiced at Stryker's then-current list price. If ProCare Prevent service is

purchased, then on each scheduled on-site service call, Stryker personnel will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the "**Preventative Maintenance**"). Preventative Maintenance inspections will be scheduled by Participant or Stryker at a mutually agreed upon time. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours, (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.

12. **Equipment Service Plan Term.** The term of each Equipment Service Plan shall be as stated therein ("**Equipment Service Plan Term**"). Except as otherwise specified, Stryker, Institution or a Participant may cancel an Equipment Service Plan for convenience by giving not less than sixty (60) days prior written notice to the other Party. Stryker shall promptly refund any unused prepaid Service fees upon any such termination. To the extent there are outstanding charges, Institution or Participant shall be responsible for all costs incurred by Stryker through the effective date of termination. Termination or expiration of the Agreement shall not affect the term of an Equipment Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Equipment Service Plan Term and be deemed incorporated herein by reference.
13. **Loaner Policy.** During the Equipment Service Plan Term, Stryker may provide to Customer at Stryker's sole discretion and based on availability, a complimentary item of equipment on loan ("**Loaner**") during the period in which Stryker is servicing, repairing and/or replacing Customer's Equipment ("**Loaner Period**"). The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker ("**Return Period**"). If Customer does not return the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner ("**Loaner Purchase Price**"), which shall be equal to its current fair market value (as determined by Stryker). The Loaner Purchase Price shall be invoiced against the Customer's current purchase order on file. Upon payment of the Loaner Purchase Price ("**Payment**"), title to the Loaner shall transfer to the Customer. If, within a reasonable time after Payment, Customer wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Customer at its then-current fair market value.
14. **Repair Replace Policy.** During the Equipment Service Plan Term, Stryker may at Stryker's sole discretion and based on availability, swap out Customer Equipment for repair ("**Repairable Equipment**") and provide Customer with a functionally equivalent equipment (the "**Replacement Equipment**"). Stryker will either (i) replace the Equipment during an On-site Visit or (ii) ship Replacement Equipment to Customer. In such an event, unless the Equipment is subject to a Flex Financial agreement, title to the Replacement Equipment shall be transferred from Stryker to Customer and Customer shall transfer title of the Repairable Equipment to Stryker and in connection therewith. Customer represents and warrants that it has good and valid ownership and title to the Repairable Equipment prior to such transfer and that the Repairable Equipment is transferred to Stryker free and clear of all mortgages, deeds of trust, liens, loans and encumbrances or other restrictions or limitation on their subsequent use. Repairable Equipment must be shipped by Customer to Stryker using a Stryker provided FedEx label within seven (7) days of receipt of the Replacement Equipment (unless a date soon thereafter is mutually agreed upon) ("**Repair Replace Return Period**"). If Customer does not ship the Repairable Equipment by the end of the Repair Replace Return Period, Customer agrees to pay the purchase price of the Replacement Equipment ("**Replacement Equipment Purchase Price**"). Stryker shall ship Replacement Equipment by FedEx next day delivery when inventory supply allows. Customer shall not reuse a FedEx label; more than one item may be placed into any return shipment, but each FedEx label shall only be used the one time. Notwithstanding the foregoing, this Section 13 shall only apply to Equipment covered under ProCare Protect and ProCare Prevent with the Repair Replace Program.
15. **Purchase Through ProCare.** During the Equipment Service Plan Term, if Stryker has a Purchase Through ProCare Program ("**PTP**"),
  - a. Stryker shall provide Customer with access to and use of the Equipment identified in the "PTP Equipment" section of Exhibit B of the applicable Equipment Service Plan (collectively, the "**PTP Equipment**") and Customer shall make the "Monthly Purchase Through ProCare PTP Payment" set forth on Exhibit B of such Equipment Service Plan during each month of the Equipment Service Plan Term. Provided that Customer has made all required Monthly PTP Payments during the Equipment Service Plan Term, ownership of the Equipment shall automatically transfer from Stryker to Customer upon payment of all outstanding PTP Payments owed to Stryker.
  - b. If a PTP Payment is not made when due, Stryker may impose a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law.
  - c. Customer may cancel an Equipment Service Plan with respect to PTP Equipment by providing Stryker with sixty (60) days prior written notice. For the avoidance of doubt, Customer may not cancel only the ProCare Protect Coverage (defined below) for such PTP Equipment unless and until title to such PTP Equipment transfers to Customer.
  - d. In the event such Equipment Service Plan is terminated prior to the second (2<sup>nd</sup>) anniversary of the Equipment Service Plan Effective Date, Customer agrees to pay an amount equal to the Monthly PTP Payment, multiplied by the number of months between the termination effective date and the 2<sup>nd</sup> anniversary of the Equipment Service Plan Effective date ("**Early Termination Payment**"). Customer hereby agrees to pay any Early Termination Payment invoice within thirty (30) days of issuance. Customer further agrees to return the PTP Equipment to Stryker within ten (10) days of the termination effective date.
  - e. In the event such Service Plan is terminated after the second (2<sup>nd</sup>) anniversary of the Equipment Service Plan Effective Plan and prior to the expiry of the original Equipment Service Plan Term, Customer agrees to return the PTP Equipment to Stryker within ten (10) days of the termination effective date unless Customer pays all outstanding PTP payments owed to Stryker as stated above.

During the Equipment Service Plan Term, Customer shall (i) not move or transfer the PTP Equipment from the address above without Stryker's prior written consent, (ii) not make any alterations, additions or improvements to the PTP Equipment not approved or recommended by Stryker in writing, (iii) not sell, transfer, pledge, allow any lien or encumbrance upon, sublease or assign the PTP Equipment, and (iv) follow all Equipment instructions outlined in the labelling, manual and/or instructions and otherwise use Stryker issued consumable imaging agents and kits for use with SPY fluorescence products (if applicable). Customer shall have possession of the PTP Equipment only and title to such PTP Equipment shall be and remain vested with Stryker until ownership is transferred to Customer under the terms of this Agreement.



16. **ProCare Protect.** Stryker shall provide the Services for Equipment set forth in the applicable Equipment Service Plan (collectively, the subject to the limitations and exclusions contained herein (“**ProCare Protect Coverage**”):
- An unlimited number of repairs or replacements of the Equipment, due to damage associated with normal use, and wear, including all parts and labor associated with mail-in services;
  - Repair or replacement of the Equipment at Stryker’s sole discretion;
  - If applicable, Loaner Equipment during the period that Equipment is in Stryker’s possession for repair, except that all such loaner Equipment is subject to availability and Stryker’s Loaner Policy as set forth in the Agreement;
  - All freight costs associated with shipments of repairs and loaner Equipment to Customer’s facility;
  - Prioritized repairs over non-contracted customers, with no additional administration or approval process;
  - Training to Participant personnel and surgeons in the safe and effective use of the Equipment;
  - Other assistance reasonably requested by Participant in connection with the Equipment;
  - One preventative maintenance per year is included for Spy Elite and LUNA Endoscopy products only, subject to the ProCare Prevent terms set forth in Section 17 of the Agreement; and
  - Guardian replacement assemblies may require installation by Customer.
17. **ProCare Prevent.** Stryker shall provide the ProCare Protect Coverage for the Equipment set forth in the applicable Equipment Service Plan, in addition to the Services below, subject to the limitations and exclusions contained herein:
- On-site Preventative Maintenance inspections (as set forth in Section 10 of the Agreement) and associated documentation (i.e., the Joint Commission, CMS or DNV equipment checklists), for the Equipment;
  - Stryker may perform preventative maintenance and repairs in Customer’s facility or at the applicable Stryker repair facility in Stryker’s sole discretion;
  - All travel expenses associated with scheduled preventative maintenance inspections; and
  - Endoscopy products are not eligible for ProCare Prevent unless otherwise specified herein.
18. **OnSite Specialist(s) Coverage.**
- OnSite Specialist. Except as otherwise noted in the applicable Equipment Service Plan, Stryker shall provide the Services for the Equipment set forth in the applicable Equipment Service Plan, subject to the limitations and exclusions contained herein (“**Onsite Specialist Coverage**”). Stryker will provide an appropriate number of OnSite Specialists (“**OnSite Specialists**”) set forth in the applicable Equipment Service Plan to provide:
    - Instruction and assistance to Customer’s staff and surgeons on installation, setup, safe and effective use, proper care and handling of the Equipment; and
    - For the avoidance of doubt, the OnSite Specialist(s) have been trained on servicing Stryker Endoscopy equipment. However, such Specialists have not been trained by the manufacturer on servicing other Stryker equipment or equipment of third parties.
  - Customer Obligations. Customer agrees to provide Stryker with ample and appropriate workspace to conduct the procedure volume and type of work outlined in Exhibit C, OnSite Specialist Scope of Work (i.e., decontamination sinks, assembly desks, etc).
  - Availability of OnSite Specialist(s). The OnSite Specialist(s) will be available to perform Onsite Specialist Coverage at Customer’s facility during normal business hours, Monday through Friday, not to exceed 40 hours per week, excluding nationally recognized holidays. During these times, an OnSite Specialist will be available for surgeries, provided that Customer provides advance notice of such surgeries to the OnSite Specialist pursuant to a notice procedure to be mutually agreed upon by the Parties.
  - Overtime. Customer may request that the OnSite Specialist(s) work overtime as permitted under relevant state and federal laws. Customer must provide advance written notice of such requests, including the number of Specialist(s), if applicable, and the number of hours requested, pursuant to a notice procedure to be mutually agreed upon by the Parties. Stryker reserves the right to refuse such requests, and to interpret ambiguities in Customer requests, in its sole discretion. Overtime work will be invoiced on a monthly basis at a rate of \$50.00 per full or partial hour worked.
19. **Invoices/Payments.** Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within sixty (60) days from the date of invoice. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Customer’s Service until full payment is made; and/or terminate this Agreement upon written notice to the Customer.
20. **Non-Solicitation.** During the term of this Agreement, Customer agrees that it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein shall prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement
21. **Background Check.** Stryker warrants that all of its employees who will be at Customer’s facility to perform Services will have undergone a criminal background check as part of Stryker’s hiring practice. The background check will consist of the following:
- Education verification, which includes a review of employee’s submitted educational institutions to ensure proper accreditation;
  - Employment history verification;
  - SSN trace, including address history verification;
  - OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
  - FDA Debarment and Disqualified/Restricted List search;

- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check.

During the Term of this Agreement, Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, procedures, or policies may be removed immediately at Customer's option and will be replaced by Stryker promptly.

22. **Limitations and Exclusions from Equipment Service Plan.** Notwithstanding any other provision of this Agreement, this Agreement does not cover the following, as determined by Stryker in its sole discretion: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided by Stryker Endoscopy do not include Lightsource replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts. Participant agrees to provide personal protective equipment ("PPE") to OnSite Specialists. Notwithstanding anything else in this Agreement, in the event Participant fails to provide appropriate, industry-standard PPE to all OnSite Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Participant provides such PPE; or (ii) terminate the applicable Service Plan.

In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to refuse service to Equipment, terminate a Service Plan, and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon inspection of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to Customer.

23. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.
24. **Iran Contracting Act.** Intentionally omitted. .
25. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Intentionally omitted. .
26. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



EXHIBIT A  
PARTICIPANTS

| <u>Participant Name</u>  | <u>Address</u> | <u>Telephone and Name of Contact(s) including Accounts Payable Contact</u> | <u>ID #</u> |
|--------------------------|----------------|----------------------------------------------------------------------------|-------------|
| ARROWHEAD<br>REG MED CTR |                |                                                                            |             |
|                          |                |                                                                            |             |
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**EXHIBIT B**  
**EQUIPMENT SERVICE PLAN**

|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| SERVICE PLAN EFFECTIVE DATE (if left blank, then the last-signed date below): |                                                                                                                                                                                                                                                                                                                                                                                      | SERVICE PLAN TERM (in months): 60 months             |
| PARTICIPANT NAME/ ACCT #:                                                     | ARROWHEAD REG MED CTR                                                                                                                                                                                                                                                                                                                                                                | ACCT#: 20033956                                      |
| BILLING ADDRESS:                                                              |                                                                                                                                                                                                                                                                                                                                                                                      | CUSTOMER PO #: _____<br>PO must match Agreement Term |
| SHIP TO NAME AND ADDRESS:                                                     | 400 N PEPPER AVE<br>COLTON, CA, 92324                                                                                                                                                                                                                                                                                                                                                |                                                      |
| SELECTED SERVICE COVERAGE(S):                                                 | <input type="checkbox"/> ProCare Protect<br><br><input type="checkbox"/> ProCare Prevent (Novadaq Spy Elite and Luna products only)<br><br><input type="checkbox"/> Purchase Through ProCare ("PTP")<br><br><input type="checkbox"/> Onsite Specialist(s) – Endoscopy Onsite services are set forth in the "Additional Services" box below and Scope of Work set forth on Exhibit C. |                                                      |
| SELECT PAYMENT PLAN:                                                          | <input type="checkbox"/> Monthly payment: See Schedule Below                                                                                                                                                                                                                                                                                                                         |                                                      |
| ADDITIONAL SERVICES (if applicable):                                          |                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |

| Part No.   | Description                                                                      | Years | Quantity |
|------------|----------------------------------------------------------------------------------|-------|----------|
| 502538010  | SPY LAPAROSCOPE, AUTOCLAVABLE, DIA 5.4mm 0 DEG, 30cm                             | 5     | 15       |
| 502538030  | SPY LAPAROSCOPE, AUTOCLAVABLE, DIA 5.4mm 30 DEG, 30cm                            | 5     | 15       |
| 502938010  | SPY LAPAROSCOPE, AUTOCLAVABLE, DIA 10mm 0 DEG, 33cm                              | 5     | 10       |
| 502938030  | SPY LAPAROSCOPE, AUTOCLAVABLE, DIA 10mm 30 DEG, 33cm                             | 5     | 10       |
| 502729000  | HYSTEROSCOPE, 2.9MM 0DEG                                                         | 5     | 2        |
| 502729012  | HYSTEROSCOPE, 2.9MM 12DEG                                                        | 5     | 2        |
| 502729030  | HYSTEROSCOPE, 2.9MM 30DEG                                                        | 5     | 2        |
| 502990012  | CYSTOSCOPE, 4MM 12 DEG AUTOCLAVABLE                                              | 5     | 2        |
| 502990030  | CYSTOSCOPE, 4MM 30 DEG AUTOCLAVABLE                                              | 5     | 2        |
| 502990070  | CYSTOSCOPE, 4MM 70 DEG AUTOCLAVABLE                                              | 5     | 2        |
| 1788010000 | 1788 Camera Control Unit                                                         | 5     | 11       |
| 220240300  | L12 Light Source                                                                 | 5     | 11       |
| 240200100  | CONNECTED OR HUB BASE SYSTEM                                                     | 5     | 11       |
| 620050000  | PNEUMOCLEAR PLUS CO2 CONDITIONING INSUFFLATOR (AMERICAS)                         | 5     | 11       |
| 240080230  | SDP1000                                                                          | 5     | 11       |
| 240031065  | SYNK 4K Wireless Transmitter                                                     | 5     | 12       |
| 240031075  | SYNK 4K Wireless Receiver                                                        | 5     | 12       |
| 240031300  | 32" 4K OLED Surgical Display                                                     | 5     | 23       |
| 1788610122 | 1788 AIM 4K Camera Head with Integrated Coupler                                  | 5     | 44       |
| 1788710105 | 1788 AIM 4K Inline Camera Head, C-Mount                                          | 5     | 4        |
| 1788310130 | 1788 Pendulum Camera Head with Integrated Coupler                                | 5     | 4        |
| 502444030  | PRECISION IE 4K EYEPIECE ARTHROSCOPE, AUTOCLAVABLE, 4MM X 30°, 140MM, SPEED-LOCK | 5     | 5        |
| 502444070  | PRECISION IE 4K EYEPIECE ARTHROSCOPE, AUTOCLAVABLE, 4MM X 70°, 140MM, SPEED-LOCK | 5     | 2        |



|           |                                                               |   |   |
|-----------|---------------------------------------------------------------|---|---|
| 502720030 | SPY Cystoscope Hysteroscope Autoclavable 4mm 30 DEG SPEEDLOCK | 5 | 4 |
| 502720070 | SPY Cystoscope Hysteroscope Autoclavable 4mm 70 DEG SPEEDLOCK | 5 | 4 |
| PC9001    | VIDEO PROCESSOR/ILLUMINATOR (VPI)                             | 5 | 2 |
| HH9030    | SPY-PHI HANDHELD IMAGER                                       | 5 | 2 |
| 240300100 | SDC4K INFORMATION MANAGEMENT SYSTEM                           | 5 | 1 |

|                                     |             |
|-------------------------------------|-------------|
| Monthly Service Sell Price Year 1   | \$23,605.33 |
| Monthly Service Sell Price Year 2   | \$29,770.67 |
| Monthly Service Sell Price Year 3-5 | \$32,082.67 |

## ATTACHMENT 1 INSURANCE REQUIREMENTS

Stryker agrees to maintain insurance set forth in accordance with the requirements herein. If Stryker uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Stryker agrees to amend, supplement or endorse the existing coverage to do so. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to comply with these insurance requirements through a program of self-insurance.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Stryker shall secure and maintain throughout the contract 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 limits of \$250,000 per accident or each employee and policy limit for disease covering all Stryker employees.
  - b. Commercial/General Liability Insurance – Stryker shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of Stryker providing coverage for bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000), per occurrence and two million dollars (\$2,000,000) annual aggregate. The policy coverage shall include:
    - i. Premises operations.
    - ii. Products and completed operations liability.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
  - c. Automobile Liability Insurance – Coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of one million dollars (\$1,000,000) each accident for bodily injury and property damage. If Stryker is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) each accident for bodily injury and property damage. If Stryker owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
2. **Additional Insured.** All policies, except for Worker's Compensation, shall contain additional insured endorsements that include Customer and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of Stryker's performance of services hereunder. Blanket endorsements are acceptable.
3. **Waiver of Subrogation Rights.** Intentionally Omitted.
4. **Policies Primary and Non-Contributory.** Except with respect to any claim or loss that arises from the negligence or willful misconduct of Customer, all policies required herein (except Workers' Compensation/ Employer's Liability) are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Except with respect to the applicable insurance limits, Stryker 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 Stryker and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Stryker shall furnish Certificates of Insurance and copies of applicable endorsements to Arrowhead Regional Medical Center evidencing the required insurance coverage at the time the Contract is executed. Stryker shall provide at least thirty (30) days written notice to Arrowhead Regional Medical Center in the event that that such required insurance is to be terminated or non-renewed. at any time between when Stryker commences performance of services hereunder and until the completion of such services. In the event that Customer has a reasonable expectation of defense and/or indemnification with respect to a third-party claim under the terms of this Agreement and the Stryker or its insurer declines to accept Customer's tender of such claim, Stryker shall furnish copies of the relevant insurance policy(ies) at Customer's request.
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".
8. **Self-Insured Retention.** Any and all self-insured retentions in excess of \$10,000 (Except with respect to Michigan self-insured workers' compensation.) shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract 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 contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Stryker or Customer payments to Stryker will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's 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. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Stryker agrees to consider any such amendment within thirty (30) days of receipt. Stryker reserves the right to cancel this Agreement at no penalty to Stryker based on any change requiring additional types of insurance coverage or higher coverage limits. 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.