

District / Sales Office

SIEMENS HEALTHCARE DIAGNOSTICS INC.

Attn: Nicole Golladay
Phone: (847) 236-7436
Fax: (919) 869-2694
Email: nicole.golladay@siemens-healthineers.com

Equipment Location/Ship To #0000097374

ARROWHEAD REGIONAL MEDICAL CTR
400 N PEPPER AVE
COLTON, CA 92324

Siemens Healthcare Diagnostics Inc. is pleased to submit the following proposal for service and maintenance described herein at the stated prices and terms. Subject to your acceptance of the terms and conditions on the face and general terms and conditions Document hereof.

Item #	Product Name	Serial Number	Performance Plan	Contract Duration	Standard Pricing	Annual Pricing	Partial Year Price	Net Price
1*	RAPIDCOMM	730-03651	GOLD RAPIDComm POC Informatics Support Agreement	10/05/2021 - 10/04/2022	\$3,300.00	\$2,200.00	\$0	\$2,200.00
2*	RAPIDCOMM	730-03651	GOLD RAPIDComm POC Informatics Support Agreement	10/05/2022 - 10/04/2026	\$3,300.00	\$3,300.00	\$0	\$13,200.00
Total Contract Price					\$15,400.00			

Terms of payment: Net 30 days from invoice date. Past due payment is subject to 1.5% interest charge per month.

Special Notes:

The terms of the Capital Equipment Supplier Agreement for Blood Gas Analyzers between Novation, LLC/Vizient and Siemens Healthcare Diagnostics, Inc. ("Vizient Agreement") are incorporated herein in full by reference, To the extent of any inconsistencies between the Terms and Conditions set forth in this proposal and the terms in the Vizient Agreement, under which Customer is a Member, the terms of the Vizient Agreement shall control.

"Vizient LB0413 - Capital Equipment Supplier Agreement dated March 1 2014, as amended."

Customer's Acceptance

Siemens Healthcare Diagnostic Inc.

(By) (Signature)

ngolladay
(By) (Signature)

Name and Title

Nicole Golladay - DX Inside Sales Representative

Name and Title

Acceptance Date _____

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)

(Initial if P.O. is required but will be issued prior to warranty expiration)

Standing P.O. # _____ (for T&M charges outside of the contract)

Please SELECT one of the following billing frequency options: () Annual () Quarterly () Monthly

Agreement becomes effective upon customer signature and Siemens acceptance. Customer's acceptance acknowledges receipt and agreement to Terms and Conditions set forth on all pages of this proposal.

Please return Signed Performance Plan Quote and PO back to Nicole Golladay by phone number (847) 236-7436 at email nicole.golladay@siemens-healthineers.com or fax number (919) 869-2694.

If no purchase order is attached to this quote, Siemens will send an invoice with the PO field blank. You will not be invoiced until the start date of the term of this quote. If your facility is tax exempt, please include a copy of your exemption certificate with your signed quote and purchase order

Exhibit A

Item #1:

Equipment	RAPIDCOMM		
Equipment Location	ARROWHEAD REGIONAL MEDICAL CTR		
Address	400 N PEPPER AVE COLTON CA 92324		
Serial Number 730-03651	Payment Frequency: Annual		
Performance Plan Type: GOLD RAPIDComm POC Informatics Support Agreement	Contract Start: 10/05/2021	Contract End: 10/04/2022	Annual Price: \$2,200.00
Catalog Number: 11352208	GPO Pricing VIZIENT		

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Contract Period or as indicated:	Contract Period
Technical Phone Support	Monday through Friday, 8am to 8pm, EST.
OnSite Technical Applications Visit	Billable
Disaster Recovery	Included
Professional Services	Included when delivered via remote
Siemens Remote Support (SRS)	Included
RAPIDComm Software Upgrades	Included
SH PEPconnect	Included
PEP Connections Interface	Included
Test Server Instance	Included

*Siemens shall use commercially reasonable efforts to meet the specified CSE on-site response time objective, however some on-site response times may be delayed due to travel time or other factors.

No further Options or Alternatives are included in the above listed equipment.

Item #2:

Equipment	RAPIDCOMM		
Equipment Location	ARROWHEAD REGIONAL MEDICAL CTR		
Address	400 N PEPPER AVE COLTON CA 92324		
Serial Number 730-03651	Payment Frequency: Annual		
Performance Plan Type: GOLD RAPIDComm POC Informatics Support Agreement	Contract Start: 10/05/2022	Contract End: 10/04/2026	Annual Price: \$3,300.00
Catalog Number: 11352208	GPO Pricing VIZIENT		

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Contract Period or as indicated:	Contract Period
Technical Phone Support	Monday through Friday, 8am to 8pm, EST.
OnSite Technical Applications Visit	Billable
Disaster Recovery	Included
Professional Services	Included when delivered via remote
Siemens Remote Support (SRS)	Included
RAPIDComm Software Upgrades	Included
SH PEPconnect	Included
PEP Connections Interface	Included
Test Server Instance	Included

*Siemens shall use commercially reasonable efforts to meet the specified CSE on-site response time objective, however some on-site response times may be delayed due to travel time or other factors.

No further Options or Alternatives are included in the above listed equipment.

Glossary

Deliverables	Description
Technical Phone Support	Technical Phone Support provided by Siemens Remote Services Center
OnSite Technical Applications Visit	Billable at Siemens then-current rates
Siemens Remote Support (SRS)	See Terms & Conditions
RAPIDComm Software Upgrades	New RAPIDComm software versions introduce additional features and functionality covered by your purchased RAPIDComm software licenses
SH PEPconnect	SH PEPconnect is a technologically advanced virtual competency-based education and performance support solution that focuses on increasing the knowledge, skills, and abilities of each individual user, with access to performance support activities on demand. PEPconnections is an annual subscription to staff education management and administration, integrated within the PEPconnect experience. PEPconnections provides the visibility, access, and management tools for quality and compliance verification throughout the entire organization with ability to assign, track and manage the entire groups education. Group Owners can create learning plans and qualification plans with e-quizzes specific to the facilities standard operating practices.
PEP Connections Interface	Interface enables PEPconnections to automatically update learning activity information within RAPIDComm after successful completion of an assigned e-quiz
Test Server Instance	Test Server Instance - Ability to install and register a second instance of your RAPIDComm software within your facility for use as a test server

Siemens Healthcare Diagnostic, Inc. General Terms and Conditions

1. Limitation of Liability and Indemnification

(a) **Limitation of Liability.** In no event shall Siemens' liability hereunder exceed the actual loss or damage sustained by Customer, up to the purchase price paid to Siemens for the service giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE SERVICE (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) **General Indemnification.** Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and is given all right and power to defend and/or settle such Claim.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

2. Payment

Payment is due net 30 date of invoice. A late payment service charge of one and one-half percent (1.5%) per month or, if less, the highest amount permitted by law, may be applied to unpaid and past due invoices. Customer shall also reimburse Siemens for all taxes, excise or other charges which it may be required to pay to any government (national, state or local) upon the sale, production or transportation of the products sold hereunder.

3. Confidentiality

Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this Agreement or where disclosure is required by law, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens.

4. Assignment

This Agreement is not assignable or transferable by Customer, in whole or in part, except with the written consent of Siemens, which will not be unreasonably withheld.

5. Software

Nothing in this service agreement alters rights and obligations in the underlying software license

6. Miscellaneous

(a) Siemens is willing to sell services to Customer only in consideration of and in reliance upon the provisions contained herein limiting Siemens' exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of the Service(s), and have been reflected in the purchase price and other consideration agreed upon by the parties. (b) A failure of or delay in performance shall be excused when caused by matters beyond Siemens' reasonable control. (c) This Agreement contains all the terms and conditions with respect to the sale and purchase of the Service(s) named herein and no modification of this Agreement shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party. (d) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations. (e) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN CALIFORNIA FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request. This Agreement shall not become valid, effective, or binding on any Party until duly executed by both Parties.

7. Additional Terms and Conditions for Smart Remote Services

SRS is a software tool that provides remote access support capabilities to troubleshoot and resolve system issues in the event of a service call. SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. **SRS is mandatory and requires an Internet connection for proper functioning of the remote support capabilities.**

(a) System Monitoring. Siemens provides services for remote monitoring of certain Siemens Equipment used by Customer ("Applicable Equipment"). In connection with such services, Siemens uses certain Smart Remote Services software to monitor the performance of Applicable Equipment called "Smart Remote Services" (the "Software") to permit Siemens monitoring of the performance of the Applicable Equipment anonymously. In connection with using the Software and continuing to provide these services, Siemens will gain access to certain information from the Applicable Equipment. This information ("Information") is expected generally to consist of data measuring the performance of the specific processes performed by the Applicable Equipment, but may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). Customer hereby grants to Siemens, for no additional consideration, a worldwide license to Siemens to use Information from the Applicable Equipment for its purposes, including, without limitation, Customer support, product support and product development. ANY SUCH USE BY SIEMENS OF ANY SUCH INFORMATION OF CUSTOMER WILL SPECIFICALLY EXCLUDE (I) DISCLOSURE OF ANY SPECIFIC IDENTIFICATION OF INFORMATION OR RESULTS OF QC DATA COLLECTED AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION.

(b) Remote Diagnostics. Customer shall provide Siemens with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a high speed internet based connection to Siemens Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens may require remote access in order to provide services under this Agreement. In the event that Customer fails to provide or maintain the remote access connection, then Siemens shall have the option to terminate this Agreement.

8. On-Site Support

SIEMENS, upon receipt of a written request and an accompanying purchase order from the Customer, may provide on-site support and/or training that will occur at a mutually agreeable time and location. Customer shall pay SIEMENS all costs associated with the on-site support and/or training, including charges for SIEMENS's personnel and any travel, lodging or other miscellaneous expenses that might be applicable.

9. Termination

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of such termination, Siemens will prorate any unused portion of the Agreement to the nearest month.