

**CareFusion Solutions, LLC third party pass through terms:**

**Exhibit B-2 - FORM OF CUSTOMER PASS THROUGH TERMS  
(as labeled in the reseller agreement between Netsmart (“Reseller”) and CareFusion “CareFusion” or “BD”)**

These end user terms and conditions ("Pass-Through Terms and Conditions"), effective as of the Term Begin Date and governs the use of the Equipment, Services and Pyxis Products (as defined herein).

WHEREAS, RESELLER is a privately held healthcare information technology ("IT") company serving the Health and Human Services market; and

WHEREAS, RESELLER has contracted with CareFusion Solutions, LLC ("CareFusion"), a wholly owned subsidiary of Becton, Dickinson and Company to distribute medication and supply technologies, including its Pyxis™ line of dispensing systems and related software and implementation services, as well as implementation and support services for such products;

WHEREAS, the Pyxis Products and Services are subject to additional terms and conditions reflected in these Pass-Through Terms and Conditions; and

WHEREAS, Customer acknowledges that as per the agreement between Reseller and CareFusion, Reseller is required to incorporate these Pass-Through Terms and Conditions into all Customer Orders, as such term is defined below, and Customer expressly agrees that CareFusion shall have the benefit of and right to enforce these terms and conditions against Customer in addition to any other rights CareFusion has with respect to the Pyxis Products or Services. In the event any provision of these terms and conditions is deemed to conflict with a provision of a Customer Order or other agreement between Customer and Reseller with respect to Pyxis Products or related Services or other subject matter of these terms and conditions, the applicable provision of these terms and conditions shall control as between Customer and CareFusion.

NOW THEREFORE, the Parties agree to the following:

These Pass-Through Terms and Conditions shall govern the provision of, and Customer's acquisition of, BD Pyxis™ ES medication inventory storage and management equipment and hardware, including parts ("Equipment"), the license(s) for ES Software, any related interface(s) provided by CareFusion, BD Pyxis™ Logistics, BD Pyxis™ IV Prep, BD Pyxis™ SupplyStation™, BD HealthSight™ Product and those directly related Products, (collectively, "Pyxis Products"), support or other services (collectively, "Services") set forth in an agreement executed by the Customer (each referred to herein as a "Quote" or alternatively a "Customer Order").

1. **Equipment Delivery: Risk of Loss.** Equipment will be shipped to Customer FOB Origin, Freight Collect as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. From the time Equipment is placed on the delivery vehicle ("Shipment"), For purposes of these Pass-Through Terms and Conditions, "Loss" shall mean any loss of or damage to Equipment after Shipment from any cause other than (i) normal wear and tear or (ii) loss or damage caused by CareFusion's negligence. Customer shall be responsible for any resulting Loss. Customer shall be responsible for: (a) obtaining and maintaining All Risk Property Insurance in an amount equal to the full replacement value of the Equipment; and (b) immediately notifying CareFusion of any Loss. CareFusion shall reasonably cooperate with Customer to promptly provide replacement Equipment under separate agreement between the Parties, subject to Customer's obligation to pay for such replacement.
2. **On-Site Service Conditions.** Customer must be physically present and capable of observing CareFusion employees and agents ("CareFusion Personnel") during any implementation Service or any other Service 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 reasonable expenses related to re-scheduling that activity.
  - a. **Implementation Activities.** CareFusion Personnel shall provide implementation Services for Pyxis Products in accordance with any Implementation Timeline agreed upon by the Parties as part of the Customer Order ("**Implementation Timeline**"). **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.

3. Per Diem Services. If any implementation-related or other services are requested by Customer which are not included in the Customer Order, including without limitation: (i) any additional implementation- or training-related services provided after Acceptance; or (ii) services required due to a Loss (defined above) or External Cause (defined below) before or after Acceptance (each, an "Per Diem Service"), then CareFusion shall use best commercially reasonable efforts to provide the Per Diem Service under a separate agreement based on then-current per diem pricing applicable to all customers ("Per Diem Customer Order").
4. BD Logistics and BD IV Prep Products. In addition to these Pass-Through Terms and Conditions, applicable to any Services Agreement for BD Logistics™ Products or BD IV Prep™ Products, the terms of Exhibit B-2 Schedule 2 and Exhibit B-2 Schedule 3 will apply, respectively.
5. Support Services. If under a Services Agreement, Customer has acquired Support Services to be provided by CareFusion, then such Support Services will be provided in accordance with CareFusion's support plan applicable to the Pyxis Products under an applicable order. CareFusion's support plans and the applicable terms for such Support Services are as set forth in Exhibit B-2 Schedule 1 attached hereto. For Software Products 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>. From time to time, BD may enhance, modify, discontinue, or provide new features or functions to such Software Products, which may include additional terms, conditions and fees as mutually agreed to by the parties. Fees may not be increased during current term of agreement. In no event will BD materially lessen core features or functions.
6. Use of the Pyxis Products. Customer shall Only use Pyxis Products: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable user guide provided by CareFusion; and (iii) in accordance with applicable laws and regulations. Customer shall not, export, re-export or modify any Pyxis Product, nor use any software with a product which was not licensed from or approved by CareFusion. Upon reasonable advance notice, Customer consents to CareFusion's right to inspect any Customer record regarding use of Pyxis Products during Customer's regular business hours to verify compliance with these pass through provisions.
7. Data Rights. Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis. 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. "Data" means, collectively, data contained in the Pyxis Products, data created or stored through the use of Pyxis Products, and/or data created or collected during the performance of Services undertaken by CareFusion. "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. Customer shall give CareFusion reasonable advance notice of any changes in the management or transmission of Data that may affect CareFusion's performance of providing Pyxis Products or Services to Customer under this Agreement. Customer acknowledges that Data and other information from Customer's CareFusion Pyxis Products and Services and from Customer's third-party medical devices and health information technologies are essential to the delivery of CareFusion BD HealthSight™ Products, as applicable

To the extent this Section 8 conflicts with any term of the Services Agreement, any business associate agreement, or any other agreement between Customer and CareFusion, this Section 8 will govern and Customer hereby waives enforcement of such conflicting term.

8. Software License. For the purpose of a Customer Order, "Software" means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) owned by BD ("BD Software") and any related software owned by a third party that is embedded integrated or provided by CareFusion ("Third Party Software"). CareFusion grants Customer a limited, non-exclusive, non-transferable license to use CareFusion 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 Section 11 of these terms and conditions. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Pyxis 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 Customer Order; and (ii) subject to termination pursuant to the terms of the Services Agreement.

9. **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 Pyxis Product, or otherwise use integrated Software except as an integrated part of the applicable Pyxis Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Pyxis Product that was not provided to Customer by CareFusion or Reseller. 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. Additional scope of use restrictions for Software may be set forth in the applicable Customer Order. If at any time the scope of Customer's facilities or operations increases by more than ten percent (10%), upon reasonable written notice to Customer the fees for the Software may be increased on a pro rata basis.
10. **Third Party Software.** Customer's possession, use, or access to Third Party Software does not transfer any ownership of such software nor any intellectual property rights to Customer. Customer may use Third Party Software only in conjunction with Pyxis Products, and not as a stand-alone product. 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. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. Customer acknowledges and agrees, that a 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.
11. **Intellectual Property Ownership.** As between Customer and CareFusion, all right, title and interest in the intellectual property embodied in the Pyxis 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 CareFusion services are performed and the processes that make up the CareFusion services, will belong solely and exclusively to CareFusion. Customers gains no rights in any such intellectual property, except as otherwise expressly granted by CareFusion.
12. **Term Begin Date: Acceptance.** For purposes of these Pass-Through Terms and Conditions, the "Term Begin Date" shall mean the first day of the month following Acceptance, unless otherwise agreed upon by the Parties in writing. "Accepted" or "Acceptance" shall mean that (i) the Pyxis Products or Services have been delivered; (ii) as applicable, implementation Services have been completed for such Pyxis Products, (iii) and the Pyxis Products are Properly Performing as defined below. Customer shall execute CareFusion's standard confirmation form, provided that Customer may reject a Pyxis Product if it is not Properly Performing. For purposes of these Pass-Through Terms and Conditions, "Properly Performing" or "Proper Performance" shall mean the Pyxis Product is functioning substantially in accordance with the applicable user, specifications or product guide provided by CareFusion ("User Guide").
13. **Termination for Cause.** CareFusion shall have the right (without further obligation or liability to Customer) to terminate these Pass-Through Terms and Conditions, and any related license, if Customer materially breaches these Pass-Through Terms and Conditions and does not cure such material breach within thirty (30) days of written notice. Without limiting the foregoing, CareFusion may immediately terminate support services and/or Software subscriptions if Customer attempts to modify the Pyxis Products. No termination shall occur until Customer first receives prior written notice and a thirty (30) day cure period with respect to such violation, unless such cure period would cause CareFusion additional material harm.
14. **WARRANTIES: EXCLUSIONS.**
- a. **Product Warranty Period.** CareFusion warrants that for the period of ninety (90) days from the Term Begin Date (the "Warranty Period"), the Pyxis Products shall be Properly Performing. If Customer reports to CareFusion (via the TSC defined below) a Pyxis Product is not Properly Performing during the Warranty Period, then, as Customer's sole and exclusive remedy, CareFusion shall repair or replace the Pyxis Product (at CareFusion's sole option), as applicable. CareFusion does not warrant that the operation of the Pyxis Products will be uninterrupted.
  - b. **Services Warranty.** CareFusion warrants that Services will be performed in a professional and workmanlike manner by personnel trained to provide the Services. If Customer reports to CareFusion any substantial nonconformance with this warranty, CareFusion will, as Customer's sole and exclusive remedy, redo the Services to establish Proper Performance.
  - c. **Warranty Exclusions.** Any unauthorized use or misuse of a Pyxis Product or unauthorized access to a Pyxis Product,

including without limitation, any transfer of a Pyxis Product to a third party without CareFusion's advance written consent, or any performance issue resulting from an exclusion set forth in Section 5 of Exhibit B-2 Schedule 1 attached hereto, as applicable, shall void the warranties herein (each, a Warranty Exclusion"). This limited warranty is not transferrable without CareFusion's prior written consent.

- d. EXCEPT AS EXPRESSLY WARRANTED ABOVE, PYXIS PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CAREFUSION DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF OPERABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, FITNESS FOR AP PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN. IN ADDITION, NO WARRANTY IS MADE BY CAREFUSION ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

15. LIMITATION OF LIABILITY

- a. NEITHER CAREFUSION NOR CUSTOMER WILL BE LIABLE TO THE OTHER 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 AF AILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE PASS-THROUGH TERMS AND CONDITIONS.
- b. THE CUMULATIVE LIABILITY OF CAREFUSION OR CUSTOMER TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE PASS-THROUGH TERMS AND CONDITIONS SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CAREFUSION UNDER THE APPLICABLE CUSTOMER ORDER FOR THE PRECEDING CONSECUTIVE 12-MONTH PERIOD. IN THOSE JURISDICTIONS THAT PURPORT TO DISALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, EACH PARTY'S LIABILITY SHALL BE LIMITED OR EXCLUDED TO THE MAXIMUM EXTENT ALLOWED WITHIN THOSE WRISDICTIONS.

16. Responsibility for Medical Care; Service Misuse. CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients, nor are the Pyxis Products and Services intended to replace professional clinical judgment. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care. 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).

17. Cost of Performance. CareFusion and Customer will bear the cost of their respective performance obligations under these Pass-Through Terms and Conditions and each Customer Order, fully complying with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.

18. Confidential Information. CareFusion and Customer recognize that each (the "Disclosing Party") may provide confidential or proprietary information of such party (the "Confidential Information") to the other party (the "Receiving Party") in connection with these Pass-Through Terms and Conditions. The Receiving Party shall not use or disclose the Confidential Information of the Disclosing Party, except as permitted in under these Pass-Through Terms and Conditions, or as required by law. In addition, the Receiving Party will restrict access to the Confidential Information to those of its employees and agents who have a need to know for purposes of these Pass-Through Terms and Conditions. The Receiving Party will protect the confidentiality of the Confidential Information with the same degree of care the Receiving Party uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. Confidential Information shall not include any information that the Receiving Party can document: (i) was in the public domain at the time of disclosure or entered the public domain subsequent to the time of disclosure, through no fault of the Receiving Party; (ii) was in the Receiving Party's possession free of any obligation

of confidence at the time it was communicated to the Receiving Party; or (iii) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

19. **Assignment.** Customer shall not transfer any right or interest related to the Pyxis Products to a third party. If Customer intends to sell its practice or business to which the Pyxis Product is licensed and used, (i) Customer shall provide CareFusion with at least ninety (90) days' notice; and (ii) Customer may transfer the license for Software and Equipment to the third party, subject to a separate assignment agreement entered into by and between CareFusion, Customer and the third party, which agreement shall be subject to Customer's obligation to remain current with payment of all Fees until the effective date of the assignment and the third party's agreement to comply. without delay or interruption, with the terms and conditions provided by CareFusion and governing the Pyxis Products as of the effective date of the assignment. For sake of clarify, (a) the terms of these Pass-Through Terms and Conditions are confidential between the Parties in accordance with Section 20, above, and shall not be transferred or assigned to a third party incident to any such assignment; and (b) CareFusion and the third party will agree on the terms and conditions governing the Pyxis Products effective as of the assignment in accordance with the terms herein.

CareFusion may freely assign or transfer these Pass-Through Terms and Conditions in connection with any merger, sale of all or substantially all of its assets or any other change of control of CareFusion whether or not CareFusion is the surviving entity.

20. **Governing Law.** As between CareFusion and Customer, these Pass-Through Terms and Conditions will be governed by the laws of the State in which Customer's office is located, without reference to its conflict of laws principles.
21. **Severability.** If any provision of these Pass-Through Terms and Conditions is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in these Pass-Through Terms and Conditions shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of these Pass-Through Terms and Conditions invalid or unenforceable whatsoever.
22. **Waiver.** No waiver of any term or condition of these Pass-Through Terms and Conditions shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. No dealer, integrator, distributor, agent or unauthorized employee of CareFusion is authorized to make any modification, addition or amendment to these Pass-Through Terms and Conditions and no document of Customer may modify, add to or amend these Pass-Through Terms and Conditions.
23. **Entire Agreement.** These Pass-Through Terms and Conditions comprises the entire understanding between the CareFusion and Customer with respect to the subject matter hereof and supersedes all prior or contemporaneous oral, written or electronic communications, representations and warranties. No amendment to these Pass-Through Terms and Conditions shall be valid unless such amendment is made in writing and is signed by authorized representatives of both Parties.

## Exhibit B-2 Schedule 1 - Support

These terms, in addition to applicable provisions of these Pass-Through Terms and Conditions, apply to support services ("Support") for **BD Pyxis™ MedStation™ ES System Products, BD Pyxis™ Anesthesia Station ES Products, BD Pyxis™ SupplyStation™ Products, BD Pyxis™ IV Prep Products, and BD Pyxis™ Logistics Products** (collectively, "Pyxis Products"), as set forth in the applicable Customer Order, and solely to those products. The Customer Order identifies the Support Plan (Comprehensive, Enhanced, or Premier) 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 chosen Support Plan, as set forth below.

**1. 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 CareFusion Pyxis™ IV Prep or CareFusion Pyxis™ Logistics Products, only the Comprehensive Support Plan shall be applicable to such 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, 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 Documentation, (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.

**1.1 Properly Performing.** During the Support Term, CareFusion will provide parts and labor necessary to keep the Pyxis Products and CareFusion-provided interfaces ("Interfaces") Properly Performing, subject to **Section 5 below**. During any Extended Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing, subject to **Section 5.3 below**, but will have no obligation to replace Equipment or Software. If, during an Extended 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 such determination.

**1.2 Technical Support.** To obtain Technical Support, Customer may contact BD's Technical Support Center, by phone at 1.800.727.6102 or online at [www.BD.com/css](http://www.BD.com/css), twenty-four (24) hours a day, seven (7) days a week, each day of the year.

**1.3 Remote Issue Resolution.** When Customer reports a failure of a Pyxis Product to Properly Perform (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 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 (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, 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.

**1.4 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 Term.

**2. Support of Equipment.** For Equipment, in addition to the Support obligations outlined in **Section 1** 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 Device	<b>24 Hours</b>	<b>8 Hours</b>	<b>6Hours</b>
Uptime Guarantee Preventative	not included		
Maintenance Equipment Moves			
Replacement Parts			

**2.1 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 Elite Support, within eight (8) hours after dispatch under Premier Support, and otherwise within twenty-four (24) hours after dispatch unless Customer requests scheduled time. For any failure to meet this guarantee, Customer, as its sole remedy for the failure, will be entitled to credits against Customer's monthly Support fees, as follows: (i) for Premier Support, an amount equal to five percent (5%) of the 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 fees for the affected Pyxis Products; and (iii) for Comprehensive Support, an amount equal to five percent (5%) of the fees for the affected Pyxis Products.

**2.2 Equipment Uptime Guarantee.** For Premier and Enhanced Support, 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"). 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 Fee for Enhanced Support. Customer shall give CareFusion notice of any and all such failures in a quarter not later than the last day of the first month of the following quarter. All credits will be applied to the Monthly Support Fee for the third month of the next calendar quarter.

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

**2.4 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](http://cp.CareFusion.com).

**3. Software Services.** For those Pyxis Products that are Software, in addition to the Support obligations outlined in **Section 1** above, CareFusion will provide additional services, based on the support plan identified in the Customer Order, as summarized in Table 2 below.

Table 2

<b>Support Services</b>	<b>Comprehensive</b>	<b>Enhanced</b>	<b>Premier</b>
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	
Knowledge Portal for Dispensing Products			
Remote Data Support	not included		
Remote Practice Support	not included		
Dispensing System Manager Courses Tuition Waiver	not included	I/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

**3.1 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.

**3.2 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.

**3.3 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.

**3.4 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 CareFusion will provide services for (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 4.4**.

**3.5 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.

**3.6 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 [bd.com/LearningCompass](http://bd.com/LearningCompass).

**3.7 Remote Data Support.** For qualifying support tiers, as described in Table 2 of this **Section 3** 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](mailto: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.

**3.8 Remote Practice Support.** For qualifying support tiers, BD will answer Customer's questions about features, functions and operation of the Software. To obtain remote practice support, Customer may contact [pyxissupport@bd.com](mailto: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.

**3.9 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 CareFusion'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 [bd.com/LearningCompass](http://bd.com/LearningCompass). Unused tuition waivers may not be applied towards subsequent years.

**3.10 Dispensing System Data Workshop Tuition Waiver.** Beginning upon execution of the 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 two members of Customer's staff to attend a data workshop. Course dates are available at [bd.com/LearningCompass](http://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.

**3.11 Annual On-Site Clinical Inservice.** For Customers with a qualifying support tier, 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 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.

**3.12 Knowledge Portal for Dispensing Technologies.** Customer may access the CareFusion Knowledge Portal for technologies website. Resources available at the website include product documentation, self-study courses, and group training sessions.

#### **4. Customer Obligations**

**4.1 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.

**4.2 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.

**4.3 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.

**4.4 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.

**4.5 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.

**4.6 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.

**4.7 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 ("ES Products").

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

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

**4.10 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.

**4.11 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 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.

## 5. Exclusions

**5.1 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.

**5.2 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.

**5.3 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 4** 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.

**5.4 Third-Party Applications and Equipment.** 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.

(a) **Codonics SLS Maintenance and Support.** Notwithstanding any other term or condition in a Customer Order to the contrary, (i) any Codonics SLS product set forth in the applicable Product Schedule (each, a "Codonics Product") will not be subject to the Support Terms stated in this Schedule 1; (ii) 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.

**6. End of Life.** CareFusion intends to continue to create new and better technologies, products and services. From time to time, CareFusion may discontinue 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 Product ("End-of-Sale"), (ii) specify the date on which CareFusion will cease providing Support for the Product ("End-of-Life"), and (iii) identify one or more new technologies or services, or existing Products, that may be suitable replacements for the Product.

## Exhibit B-2 Schedule 2

### BD Logistics Pass-Through Terms and Conditions

In accordance with Section 5 of the Pass-Through Terms and Conditions, this Schedule will apply to any Customer Order for Equipment, Software and Services that together are identified under the **BD Pyxis™ Logistics product lines** (alternatively Pyxis™ Pharmogistics), and **including BD Pyxis™ PharmoPack™, and carousels and related equipment sold by BD** (collectively, "Logistics Products"). This Schedule will not apply to any other Product or Service. Capitalized terms not defined in this Schedule have the meanings given them in the Pass-Through Terms and Conditions.

#### 1. Installation.

**1.1 Non-Cancellable Order.** Customer understands and agrees that Logistics Products are custom made and a Customer Order for a Logistics Product is non-cancelable as of the Effective Date of the Customer Order. If Customer does not complete the installation of a Logistics Product in accordance with the Logistics Products Implementation Timeline or by an alternative mutually agreed upon date ("Order Default"), then, in addition to and without prejudice to any other remedy available at law or equity, (a) Customer shall be obligated to pay the Net Purchase Price set forth in the Customer Order in accordance with the terms of the Logistics Implementation Timeline; and (b) CareFusion will retain the Implementation Fees as damages for the canceled order.

**1.2 Interfaces.** CareFusion will develop its side of the interfaces between the Logistics Software and (i) Customer's Pyxis MedStation™ system, and (ii) Customer's pharmacy information system (collectively, "Logistics Interfaces"). CareFusion will prepare file set-up for Customer's wholesaler system to enable re-ordering. Customer will develop any required interface between the Logistics Products and Customer's computer systems, and will ensure that ADU and PblS vendors cooperate with CareFusion and timely deliver their side of the HL-7 interfaces. CareFusion will interface with PharmoPack™ packagers, but not with Customer's existing High Speed Packaging systems. CareFusion will use commercially reasonable efforts to work with Customer's other vendors to ensure Logistics Interfaces perform in accordance with the agreement. If non-standard interfaces are required in relation to the Logistics Interfaces, then CareFusion will determine whether it can develop such interfaces at its then-current pricing, and the Parties will agree on the provision of such interfaces in writing during the implementation activities. CareFusion is not responsible for integration or interfaces other than CareFusion's side of the interfaces, including, without limitation, another vendor's software or interfaces, unless agreed to in a writing signed by both Parties.

#### 1.3 Calibration.

(a) Within thirty (30) days of the "Planning Activity Completion Date" set forth in the Logistics Implementation Timeline, Customer will provide to CareFusion a written or electronic list of all medical drugs and/or nutraceuticals to be packaged using the Logistics Products (the "Pharmaceutical List").

(b) There is no charge for the initial calibration of the Logistics Products prior to completion of the implementation activities for up to a maximum of the number of canisters held in the Logistics Products, including any request to revise the Pharmaceutical List and re-calibrate a canister made within thirty (30) days of the Pharmaceutical List Date. If, at any time after thirty (30) days from the Pharmaceutical List Date, Customer wishes to revise the Pharmaceutical List and re-calibrate a canister in a Logistics Product to include a new medical drug or nutraceutical, then Customer will (i) deliver to CareFusion a revised Pharmaceutical List, clearly indicating the requested change(s), (ii) pay CareFusion a re-calibration fee of one hundred thirty-two dollars (\$132) per canister plus any applicable shipping and handling charges and (iii) return the canister being re-calibrated. If Customer splits its canister order by providing CareFusion thirty (30) days' notice of its split calibration order before the Pharmaceutical List Date, then Customer may have the remaining canisters calibrated within twelve (12) months from the date of Acceptance of the Logistics Product ("Calibration Period"). Customer will pay for any shipping charges to and from CareFusion's calibration center for the remaining canisters to be calibrated. After the Calibration Period, Customer will pay a fee of one hundred thirty-two dollars (\$132) per canister plus any applicable shipping and handling charges. Calibration and re-calibration fees are subject to change to CareFusion's then-current rates, provided that any fee increase will not occur more than once per year.

#### 1.4 Training.

(a) Trained Personnel. CareFusion will provide two four (4) hour onsite training sessions held on a single day per Installation Site ("Customer Trained Personnel"). Customer may designate up to eight (8) pharmacists and/or

support technicians for training at each Installation Site. Such training will be provided at a mutually-agreed time to be confirmed in writing and completed no later than thirty (30) days before the Term Begin Date ("Training Date"). Within thirty (30) days of the scheduled Training Date, Customer will provide to CareFusion: (i) the names and contact information for each of its Customer Trained Personnel; (ii) the Installation Site name and address; (iii) the total number of Logistics Products to be installed at the Installation Site; and (d) confirmation of the dates and locations for training activities.

- (b) Additional Training. Any additional training will be provided by CareFusion at its then-current rates plus reasonable out-of-pocket expenses at such time and place as the Parties mutually agree.

## **2. General.**

**2.1 Change in System Settings.** CareFusion will notify Customer in advance of any changes to system settings to be made by CareFusion personnel, except in emergency situations, in which case CareFusion will notify Customer in writing via email within two (2) business days of such changes.

**2.2 Relocation of Logistics Products.** Upon request, CareFusion will relocate and re-install a Logistics Product at CareFusion's then-current rates provided that the new installation site meets the applicable Site Requirements and Customer has obtained any Permits. Customer will be solely responsible for, and CareFusion will have no liability or obligation with respect to, restoring the original Installation Site and the premises after the removal of any Logistics Products.

**3. Subcontractors.** CareFusion may, in its sole discretion, engage one or more subcontractors to perform any of its duties, including without limitation, implementation activities, training and support, provided that CareFusion will remain responsible for any such subcontractor's performance.

## Exhibit B-2 Schedule 3

### BD IV Prep Pass-Through Terms and Conditions

In accordance with Section 5 of the Pass-Through Terms and Conditions, this Schedule will apply to any Customer Order for Equipment, Software and Services that together are identified as the **BD Cator<sup>TM</sup> Medication Workflow Solution or BD Pyxis<sup>TM</sup> IV Prep**. This Schedule will not apply to any other Product or Service. Capitalized terms not defined in this Schedule have the meanings given them in the Pass-Through Terms and Conditions.

#### 1. Customer Responsibilities

- 1.1. Customer shall maintain the Equipment in good working order and in as good condition as existed at the date Customer accepted the Equipment, ordinary wear, tear, casualty unrelated to the fault of the Customer and obsolescence excepted. Customer shall maintain the Equipment in compliance with all applicable federal, state, and local laws and regulations and in accordance with applicable manufacturer guidelines and specifications. Without limiting the foregoing, Customer shall permit only competent and duly qualified personnel to operate the Equipment. Customer shall maintain the ongoing accuracy of the scales (included as part of the Equipment) by periodically calibrating them per the recommended schedule from the manufacturer. Customer shall be responsible to engage the manufacturer on an annual basis to professionally calibrate and certify the scale(s). Customer shall keep the Equipment at the delivery address set forth in the Customer Order and shall not move it without CareFusion's prior written consent.
- 1.2. Customer shall give CareFusion reasonable written notice of any update or upgrade to Customer's information system. If the functionality of any Software interface may be impaired as a result of such update or upgrade, CareFusion shall, on Customer's request, use reasonable commercial efforts to modify the interface to restore functionality, on a time and materials basis at CareFusion's then-current rates and prices.

2. **Post-Term/Post Termination.** Upon expiration or termination of the Term: (a) the license to use the applicable BD IV Prep Software granted in under the agreement will terminate, and Customer shall promptly remove such Software from all Customer information systems and return (or, at CareFusion's election, destroy) all copies of the Software and User Guides to CareFusion; (b) Customer shall immediately discontinue use of the Equipment, title to the Equipment will automatically transfer to Customer if not already transferred, and Customer shall promptly dispose of the Equipment in accordance with all applicable laws, regulations and Customer Policies, including such laws, regulations and policies pertaining to chemotherapeutic agents and contaminated materials; and (c) Customer shall promptly pay any and all unpaid Implementation Services Fees, Equipment Fees, Software License Fees, and Support Services Fees, including any and all such fees owing for the remainder of the original Term.

#### 3. Disclaimer of Warranties and Liabilities

- 3.1. NEITHER THE RECEIPT, PROCESSING, STORAGE, TRANSMISSION, NOR DISPLAY OF INFORMATION BY THE PRODUCTS CONSTITUTES THE PRACTICE OF MEDICINE BY CAREFUSION. THE PRODUCTS AS PROVIDED BY CAREFUSION COMPRISE A TOOL TO BE USED BY CUSTOMER'S CLINICAL STAFF IN THE PERFORMANCE OF THEIR PROFESSIONAL RESPONSIBILITIES; THE PRODUCTS DO NOT REPLACE THEIR PROFESSIONAL SKILL OR JUDGMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE CARE OF ITS PATIENTS. THE USE OF THE PRODUCTS FOR ANY PURPOSE RELATED TO SUCH CARE OR OTHERWISE IS NOT IN ANY WAY CONTROLLED BY CAREFUSION. CUSTOMER IS RESPONSIBLE FOR VERIFYING THE ACCURACY, COMPLETENESS, AND PERTINENCE OF ANY PHARMACOLOGICAL, MEDICAL, PATIENT, LEGAL OR OTHER INFORMATION ENTERED IN, RECEIVED BY, PROCESSED BY, STORED IN, TRANSMITTED BY, PRODUCED BY, DISPLAYED BY, OR USED IN CONNECTION WITH THE PRODUCTS. CUSTOMER ASSUMES ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF SUCH INFORMATION, WHETHER SUCH INFORMATION IS USED ALONE OR IN COMBINATION WITH OTHER INFORMATION.
- 3.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT(S), CAREFUSION SHALL HAVE NO OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER WITH RESPECT TO ANY SUIT, CLAIM OR DEMAND FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED BY CUSTOMER, ANY EMPLOYEE OF CUSTOMER, ANY MEMBER OF CUSTOMER'S CLINICAL STAFF, ANY PATIENT, OR ANY OTHER PERSON ARISING FROM OR RELATED TO: (A) PATIENT CARE OR THE EXERCISE OF PROFESSIONAL JUDGMENT AND SKILL, (B) THE ACCURACY, COMPLETENESS, OR PERTINENCE OF

ANY PHARMACOLOGICAL, MEDICAL, PATIENT, LEGAL OR OTHER INFORMATION ENTERED IN, RECEIVED BY, PROCESSED BY, STORED IN, TRANSMITTED BY, PRODUCED BY, DISPLAYED BY, OR USED IN CONNECTION WITH THE PRODUCTS, OR (C) CUSTOMER'S MAINTENANCE OF EQUIPMENT OR CUSTOMER'S DISPOSAL OF EQUIPMENT.

Version as of October 28, 2022