

Hardware Minimum Acceptable Service Levels Exhibit
APPENDIX I TO ORDERING DOCUMENT - HARDWARE MASL

In performing the Extended Services for Purchaser, Vendor's level of performance shall be at least equal to or exceed the MASLs set forth herein at all times during the Term.

1. **Definitions.** Capitalized terms not otherwise defined in this Appendix I shall have the meanings found elsewhere in the Ordering Document or in the Agreement, including all exhibits thereto).
 - 1.1 **“Effective Date”** means the date of the applicable Extended Service Contract under an Order Document as it relates to Hardware.
 - 1.2 **“Error”** is any problem that: (i) adversely interferes with Purchaser's use of the Hardware; and/or (ii) results from a failure of the Hardware to conform to the Documentation, the Agreement or any requirements set forth in applicable Ordering Documents.
 - 1.3 **“Error Correction”** is any fix of the Hardware that corrects an Error by bringing the Hardware into conformity with the Documentation, the Agreement or any requirements set forth in applicable Ordering Documents.
 - 1.4 **“Failure”** means any failure of Vendor to meet a MASL, but excludes (a) those failures attributable to a Force Majeure Event or (b) failures that are excused under Section 6 of this Appendix.
 - 1.5 **“Hardware”** means Devices purchased under the Agreement, including any I.V. Large Volume Infusion Pump, Epidural or PCA Infusion Pump or other pumps
 - 1.6 **“Loaner Devices”** means temporary replacement devices provided to Purchaser to satisfy the Warranty Response/Time to Repair MASL.
 - 1.7 **“Loaner Term”** means the Loaner Devices provided by Vendor to Purchaser (1) until the completion of the warranty service of the Purchaser's owned Hardware or (2) for as long as Vendor personnel is on-site perform warranty service on the Purchaser's owned Hardware, whichever is greater.
 - 1.8 **“Measurement Period”** means each calendar month commencing upon delivery and Acceptance of the Hardware by a Purchaser.
 - 1.9 **“Normal Business Hours”** means Monday through Friday 8:00am to 5:00pm EST excluding observed holidays.
 - 1.10 **“Service Credits”** means the fee reduction provided by Vendor to Purchaser for each Failure.
 - 1.11 **“Support Call”** is a telephone call or email notification from Purchaser to Vendor's Customer Service or Technical Support centers.

1.12 “**Trouble Ticket**” means Vendor’s the ticket number logging the Support Call into Vendor’s Customer Service/Technical Support Centers.

1.13 “**Vendor’s Service Facility**” is the service facility located at 5729 Fontanoso Way, San Jose, CA 95138-1015.

2. Hardware Maintenance and Support Services.

2.1 Hardware support services will be provided from Vendor’s office through the use of telephone, email, internet or on-site through the Vendor’s Field Service personnel.

Technical Support	800-241-4002	tsc.support@icumed.com For overall support and services
Parts Support	800-241-4002	tsc.parts@icumed.com To Order parts via e-mail
Billing Support	800-241-4002	tsc.billing@icumed.com For billing inquiries

2.2 Purchaser shall report Errors to the Vendor using the customer service contact information set forth in table Section 2.1 above. Whatever method used by Purchaser to report an Error per Section 2.1 will be considered a Support Call.

2.3 Vendor shall acknowledge receipt of Support Calls by telephone or the same method that the Support Call was received.

3. Minimum Acceptable Service Levels (“MASL”)

3.1 Except as otherwise specified in this Agreement, Vendor shall perform all Extended Services at least in accordance with the MASL contained herein. The MASL shall be equal to or better than the service levels provided by Vendor to other customers.

Category Definition	Criteria	Minimum Acceptable Service Levels
Vendor Support Center - Support Call Response Time. Elapsed time from Purchaser’s initial Support Call to Vendor and the Vendor acknowledging receipt problem, Vendor opening a Trouble Ticket and providing Purchaser with a tracking number and an estimated time for a Vendor engineer response.	Per Trouble Ticket	Vendor will respond to 99% of all Support Calls within 1 hour.
Vendor Support Center – Engineer Response Time. Elapsed time from Purchaser’s initial Support Call to Vendor and Vendor engineer contacting Purchaser to provide an Error Correction, if such Error Correction can be provided remotely, or to arrange a mutually agreeable time with	Per Trouble Ticket	Vendor engineer will respond within 24 hours.

Category Definition	Criteria	Minimum Acceptable Service Levels
Purchaser to schedule an onsite service call.		
Warranty Response/Time to Repair. Elapsed time from Purchaser's initial Support Call to Vendor and Vendor providing an onsite Error Correction.	Per Trouble Ticket	2 business days
Loaner Equipment Loaner Device is provided at no additional cost to the Purchaser, is functionally equivalent or exceeds equivalence to the Device being repaired.	Per Trouble Ticket	All temporary replacement Devices must be shipped to and received by Purchaser within 2 business days.

4. MASL Measurement and Reporting.

Vendor shall measure and report to Purchaser its performance for each Purchaser site against the each MASL during each Measurement Period by the tenth (10th) day after the applicable Measurement Period. A "Measurement Period" means, during the second full calendar quarter month of the first Subscription Term and each calendar quarter month thereafter, in each case during the applicable Subscription Term. Vendor shall report its performance against each MASL and meet with HealthTrust Purchaser quarterly, and in person on an annual basis reasonably scheduled according to HealthTrust or Purchaser availability, to review Vendor's actual performance against each MASL. HealthTrust Purchaser may invite Purchaser HealthTrust to join such meeting and Vendor shall report the findings and obligations with respect to root cause analyses as set forth in Section 5 of this Appendix I. Vendor shall provide HealthTrust with any Purchaser MASL report upon request.

5. Root-Cause Analysis and Correction.

As soon as reasonably possible after Vendor's discovery of, or, if earlier, Vendor's receipt of a notice from Purchaser regarding, any Failure, Vendor shall perform a root-cause analysis to identify the cause of such Failure. Unless the Failure is excused under Section 5 of the Exhibit, Vendor shall use commercially reasonable efforts to: (a) correct such Failure; (b) provide Purchaser with a written report detailing the cause of, and procedure for correcting, such Failure; and (c) provide Purchaser with satisfactory evidence that such Failure will not recur. Vendor's performance of its obligations under this paragraph shall be entirely at Vendor's expense.

6. Service Compliance Relief

Vendor shall be entitled to temporary relief from its obligations to timely comply with the MASLs if and to the extent: (a) it has been determined, by mutual agreement of the Parties that such failure by Vendor directly results from Purchaser's failure to perform its obligations under this Agreement or from a failure in performance of any provided subcontractor, agent, or third party not managed by Vendor; and (b) Vendor provides Purchaser with reasonable prior written notice of, and a reasonable opportunity to correct,

such failure. Such temporary relief shall be only to the extent and for the duration that Vendor's performance is so affected and Vendor shall in all events use commercially reasonable efforts to return to compliance with its obligations.

6 Fee Reductions

- 7.1** If a single event results in more than one Failure in a single month, only a single fee reduction associated with such event and the relevant MASL shall be assessed in such month.
- 7.2** Fee reductions will be aggregated on a quarterly basis and settled by the last day of the month following the end of the quarter in which such fees were earned. Any payment due from Vendor to Purchaser pursuant to this Section will be paid within one (1) month following termination or expiration of the Agreement, or shall be used by Purchaser, at its election, as a set-off against any Service fees owed to Vendor.
- 7.3** For each Failure in any given month, a rate in the amount of ten percent (10%) of the monthly maintenance fee (or prorated on a monthly basis to the extent maintenance is prepaid) will be imposed on Vendor (each a "Service Credit"). Vendor will apply the Service Credits to the first invoice to be issued after such measurement Period. The Parties acknowledge and agree that these fee Service Credits are intended to reflect, to some extent, the diminished value of the Services as a result of any such Failure; such Service Credits are not intended to compensate Purchaser for any breach or default by Vendor under the Agreement, or to constitute penalties, damages, liquidated damages, or other compensation for any such breach or default. In no event shall Service Credits be Purchaser's sole and exclusive remedy with respect to any Failure by Vendor. In the event Purchaser recovers damages from Vendor for any breach or default with respect to any Failure, such damages shall be reduced to the extent of any Service Credits previously collected by Purchaser in respect of such Failure. Service Credits will be aggregated on a quarterly basis and settled by the last day of the month following the end of the quarter in which such fees were earned and shall be applied to the next billing cycle of the Extended Service.

8 Loaner Process.

In the event Vendor is not able to provide an Error Correction, either remotely or at the Purchaser's site, Vendor's engineer will cause a Loaner Device to be provided to Purchaser. The following Loaner Device processes will apply:

If there is a Vendor engineer assigned to Purchaser's account:

1. Vendor engineer will notify Purchaser within two (2) hours that Loaner Devices are needed.
2. Vendor engineer will contact Vendor's Service Facility within two (2) hours after Vendor provides on-site Error Correction to request Loaner Device(s) to be shipped to Purchaser. The Loaner Device(s) will arrive at Purchaser's location within two (2) business days after Vendor's engineer requests a Loaner Device be provided.

3. Upon installation and set-up of the Loaner Device(s), Vendor's engineer will ship the Purchaser's Hardware with the Error to Vendor's repair facility.
4. Upon completion of the Error Correction on Purchaser's Hardware, which shall occur no later than five (5) business days from receipt of the Hardware at Vendor's Service Facility, Vendor will ship the Hardware to Purchaser's site.
5. Upon installation and set up on the Hardware, Vendor will provide pre-paid return labels to Purchaser or make arrangements for pick-up of the Loaner Devices (depending on volume of Loaner Devices to be returned).
6. Purchaser will decontaminate and pack the Loaner Devices prior to pick-up.
7. Loaner Devices are shipped/picked up from Purchaser and returned to Vendor's Service Facility.
8. Vendor will refurbish and restore Loaner Devices to factory settings. Upon factory reset, all data is deleted from Loaner Devices.

If there is not a Vendor engineer assigned to Purchaser's account:

1. Vendor's Service Facility will notify Purchaser within two (2) hours after Vendor provides on-site Error Correction that Loaner Devices are needed.
2. Vendor's Service Facility will ship Loaner Devices to Purchaser which will arrive at Purchaser's location within two (2) business days.
3. Upon installation and set-up of the Loaner Device(s), Vendor's engineer will ship the Purchaser's Hardware with the Error to the Vendor's repair facility.
4. Upon completion of the Error Correction on Purchaser's Hardware, which shall occur no later than five (5) business days from receipt of the Hardware at Vendor's Service Facility, Vendor will ship the Hardware to Purchaser's site.
5. Upon installation and set up on the Hardware, Vendor will provide pre-paid return labels to Purchaser or make arrangements for pick-up of the Loaner Devices (depending on volume of Loaner Devices to be returned).
6. Purchaser will decontaminate and pack the Loaner Devices prior to pick-up.
7. Loaner Devices are shipped/picked up from Purchaser and returned to Vendor's Service Facility.
8. Vendor will refurbish and restore Loaner Devices to factory settings. Upon factory reset, all data is deleted from Loaner Devices.

Purchaser must continue to make any required payments under the Ordering Document between Vendor and Purchaser. Purchaser agrees that it will only use the Loaner Devices provided hereunder when an existing Purchaser Hardware is undergoing an Error Correction. Purchaser agrees that it will not seek reimbursement from any third party for any Loaner Device. If Loaner Devices are not returned to Vendor within ten (10) days after

the Vendor provides pre-paid labels to Purchaser or if Vendor makes arrangements with Purchaser for the pick-up of the Loaner Devices but the Loaner Devices are not made available at the agreed upon day and time for pickup, Vendor will invoice the cost of replacement taking into consideration the make, model and age of Loaner Device(s) not returned and Purchaser agrees to pay Vendor for Loaner Device(s).

Vendor will retain title to the Loaner Devices loaned to Purchaser and will track Purchaser's utilization of the Loaner Devices by their serial numbers. Purchaser is responsible for any loss, theft, or damage to Loaner Devices, beyond reasonable wear and tear, while in Purchaser's possession or control. If Vendor determines that any damaged Loaner Devices are repairable, Purchaser must pay Vendor's reasonable cost of repair and return freight, and Vendor will repair the damaged Loaner Devices, and if during the Loaner Term, return the repaired Loaner Devices to Purchaser. If any Loaner Devices are lost, stolen, or deemed non-repairable by Vendor, Vendor will invoice the cost of replacement taking into consideration the make, model and age of the lost, stolen, or deemed non-repairable Loaner Device(s) and Purchaser agrees to pay Vendor.