
ORDERING DOCUMENT

PURCHASER:	University Medical Center of Southern Nevada	ADDRESS:	1800 W Charleston Blvd.
REPRESENTATIVE:	Kelly Daniels		Las Vegas, NV 89102
VENDOR:	ICU Medical Sales, Inc		
AGREEMENT NO.:	#1119	PHONE:	702-207-8337
ORDER NO.:	n/a	FAX:	n/a
ORDERING DOCUMENT EFFECTIVE DATE:	First Day of the month following shipment of Devices	EMAIL:	Kelly.Daniels@umcsn.com
END DATE:	Eighty-Four (84) months from the Ordering Document Effective Date	ORDERING DOCUMENT TERM	Eighty-Four (84) Months

AGREEMENT

This Ordering Document having the Order Number set forth above (this "**Ordering Document**"), is effective as of the date set forth above (the "**Ordering Document Effective Date**") and incorporates by reference and is governed by the terms and conditions of the Purchasing Agreement having the Agreement Number set forth above (the "**Agreement**"), by and between HealthTrust Purchasing Group, L.P., ("**HealthTrust**"), and the Vendor identified above ("**Vendor**"). All capitalized terms not defined herein or in an Exhibit attached hereto have the meaning set forth in the Agreement. Purchaser, as a Participant to the Agreement, may order Products and Services from Vendor by executing and delivering this Ordering Document, including any completed Order Forms and Statements of Work, to Vendor.¹

PRODUCTS & SERVICES

The Purchaser may use this Ordering Document to order and purchase any or all of the Products and Services identified herein by filling out the attached order forms ("**Order Forms**") and related Statements of Work. Purchaser may order Products and Services on its own behalf or on behalf of a current Affiliate. Purchaser shall be responsible for its Affiliates' compliance with this Ordering Document (including any terms incorporated by reference) and shall pay in accordance with this Ordering Document for any Products and Services to be provided to Affiliate(s) hereunder. Purchaser must specify the Products and Services that Purchaser wishes to purchase from Vendor by completing the applicable "Section" of the attached Order Forms for such Products and Services. Any Professional Services ordered hereunder will require Purchaser and Vendor to enter into a Statement of Work substantially in the form attached to this Ordering Document.

- **Products.** Products ordered or purchased under this Ordering Document may include, without limitation, (a) On-Premise / Install Based Software; and (b) Equipment.
 - **Services.** Services ordered or purchased under this Ordering Document may include, but are not limited to, (a) SaaS Services, (b) Professional Services which include, without limitation, any Installation and Configuration Services, and (c) Support and Maintenance Services.
 - **NOTE:** Terms governing Support and Maintenance Services are set forth in the Appendices to the Exhibit applicable to the particular type of Product or Service. The Fees for Support and Maintenance Services are set forth in **Exhibit A** to the Agreement.
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ORDERING INSTRUCTIONS

In order to correctly place orders for Products and Services using this Ordering Document, Purchaser and Vendor must complete as applicable:

1. **Order Forms.** Specify the Products and/or Services for order or purchase by completing the Order Forms applicable to such Products and Services on the following page. In each Order Form (other than the Professional Services Order Form) you must specify whether Professional Services are required by writing 'Yes' or 'No' in the Professional Services column.
 2. **Statements of Work.** For any Products and Services requiring Professional Services, identify and describe such Professional Services Section E: Professional Services of this Order Form and complete a Statement of Work for such Professional Services as required by the Professional Services Exhibit to the Agreement.
 3. **Delivery.** Deliver the executed Ordering Documents including completed Order Forms and any applicable Statements of Work.
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SIGNATURES

Upon Vendor's receipt of this Ordering Document, properly executed by Purchaser, this Ordering Document including any Order Forms and Statements of Work becomes legally binding unless rejected by Vendor for any of the following reasons: (1) Purchaser Representative identified above does not have the authority to bind Purchaser to this Ordering Document, (2) changes have been made to this Ordering Document (other than completion of the Ordering Document information and the signature block), or (3) the requested information or signature is incomplete or does not match Vendor's records or the rest of this Ordering Document.

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Ordering Document to be executed by their duly authorized representatives.

[PURCHASER]**[VENDOR]**

Signature

Signature

Mason Von Houweling



Richard Nevin (Feb 26, 2024 17:26 CST)

Printed Name

Richard Nevin

Printed Name

¹ HealthTrust must approve in writing and in advance any changes made to this Ordering Document.

Chief Operating Officer

VP - Contracting

Title

Title

Feb 26, 2024

Date

Date

ORDER FORM

Complete any applicable Order Forms for Products and Services. In each Order Form (other than the Professional Services Order Form) indicate only whether or not such Professional Services are required by writing 'Yes' or 'No' in the Professional Services Column. If Professional Services are required in connection with such Product or Service, you must (a) complete Section E: Professional Services of this Order Form; (b) identify the Product or Service that requires such Professional Service in the "Equipment/Software" column. You must then complete the attached Form of Statement of Work to complete an order for any Professional Service.

SECTION A: ON PREMISE / INSTALL-BASED SOFTWARE ORDER

Vendor Software:	ICU Medical MedNet™							
Description:	IV medication management platform that can help reduce medication errors, improve quality of care, streamline workflows and maximize revenue capture.							
Designated Site(s):	1800 W Charleston Blvd. Las Vegas, NV 89102							
Purchaser Affiliates:	none							
Delivery Method:	Included with Section E Professional Services							
Professional Services:	Software Installation and Configuration Services [Y/N]:					Fees:	See applicable Statement of Work	
Software Maintenance and Support Services [Y/N]:						Fees:		
License(s):	CPU	Server	Site	Enterprise	Desktop	User	Concurrent User	MIPS
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Quantity:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total License Fees:	N/A							

Acknowledgement: By completing Section A of this Order Form for On-Premise/Install Based Software and signing the Ordering Document, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the On-Premise / Install Based Software Master Terms Exhibit and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

SECTION A(ii): Annual User Fee Table

Description	Annual User Fee	Device Quantity	Extended Price	Monthly Installment Amount
Annual MedNet™ Fee:		1,139		
Annual EHR Interface Fee		1,139		
Annual ICU Data Analytics Service Fee		1		
Additional Server Fee	None	0	n/a	n/a

SECTION B: EQUIPMENT PURCHASE

Equipment	Description	Quantity	Designated Site(s):	Professional Services [Y/N] (fees in applicable Statement of Work)	Market Price Per Device	Purchase Price Per Device
General Infusion Device	Plum 360™ Device (Item # 30010)	1,139	University Medical Center of Southern Nevada 1800 W Charleston Blvd. Las Vegas, NV 89102	Y		Per Placed Equipment Agreement

SECTION C: SAAS SERVICES (as defined in SAAS Exhibit)
Purchaser Affiliates:

SaaS Service	Description	Usage & Restrictions	Local Software [Y/N]	Professional Service [Y/N]	Market Price	SaaS Subscription Fees
	[Institutional Requirements, if applicable]	N/A	N/A	N/A	N/A	N/A
Remote Hosting	N/A	N/A	N/A	N/A	N/A	N/A
Annual MedNet™ Fee (if hosted by Vendor)	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL:						N/A

Acknowledgement: By completing Section C of this Order Form for SaaS Services and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the SaaS Service Software Master Terms and Conditions Exhibit and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

Term: Ordering Document Term.

SECTION D: DEVICE EXTENDED SERVICES
Comprehensive Device Extended Service Table (as Defined in Exhibit A)

Device Description	Extended Service Programs		
	Category I Annual per Device Fee	Category II Annual per Device Fee	Category III Annual per Device Fee
Plum 360™ Device		n/a	n/a

Vendor offers a category 1 option for Device extended service beyond the Vendor warranty for Devices ("Service Hub Option"). Beginning upon either (i) the Effective Date or (ii) the day after the expiration of the Vendor warranty for Devices, whichever is later and for the remaining Term, Customer shall pay Vendor, the applicable Service Hub Option at the pricing set forth herein. This category covers the repair of Infusion Pump that fails to function in accordance with operating specifications in the Product Documentation. Replacement batteries are not included in the Service Hub Option. Devices requiring service shall be packed securely and shipped freight pre-paid by Customer at Customer's expense to Vendor's service facility (currently located at 4455 Atherton Drive, Salt Lake City, UT 84123). Customer agrees to clean and decontaminate all Devices prior to Vendor personnel repairing the Devices. Vendor shall repair or replace Infusion Pump, at Vendor's sole discretion, and ship freight pre-paid, to Customer within approximately five (5) business days from receipt of Devices from Customer. In the event of a replacement, the parties shall update, among others, all relevant records containing the serial number of the replaced Infusion Pump.

Device Re-Entry Fee Table (if applicable)

Number of Devices	Device Description
N/A	N/A

Acknowledgement: By completing Section D of this Order Form for Comprehensive Device Extended Service and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Hardware MASL and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

SECTION E: PROFESSIONAL SERVICES

Type of Professional Services	Description	Designated Site(s):	Equipment/Software	Market Price	Fees
ICU Medical MedNet™ Premium Implementation Fee	See attached Statement of Work	1800 W Charleston Blvd Las Vegas, NV 89102	Plum 360™		see attached Statement of Work
ICU Medical MedNet™ IV EHR Initial Implementation Fee	See attached Statement of Work	1800 W Charleston Blvd Las Vegas, NV 89102	Plum 360™		
TOTAL:					

Acknowledgement: By completing Section E of this Order Form for Professional Services, the applicable Statement(s) of Work and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of this Agreement and any attached Statement of Work.

**Specify the Software or Equipment purchased under this Ordering Document which requires Professional Services.

Total minimum seven year value of the #1119 Ordering Document = \$2,704,416

Additional Ordering Document Terms and Conditions

(a) Invoicing, Payment, and Shipping Terms.

- (i) Payment terms are Net 30 days paid by EFT from the date of invoice. Products are shipped F.O.B. Origin (freight prepaid and absorb). Vendor shall remain responsible for replacing, at Vendor's sole expense, any Products lost or damaged in transit and, provided that Vendor has timely shipped replacement Products to the applicable Purchaser, shall be entitled to retain the proceeds of any damage-in-transit insurance claim.
- (ii) Upon the first shipment of Devices, Vendor shall invoice Purchaser for the Devices and for any applicable Accessories.

(b) Disclosure / Government Reporting. The purchase prices under this Ordering Document (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320a-7b(3)(A). In addition, any value provided to the Purchaser under the warranties set forth in this Ordering Document shall be provided in accordance with the provisions of the federal anti-kickback statute warranty safe harbor regulation (42 CFR Section 1001.952(g)). Purchaser shall properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Purchaser for the items to which the discount applies. Further, Purchaser shall retain invoices and other price documentation and make them available to federal or state officials upon request.**(c) Annual User Fees.**

- (i) **ICU Medical MedNet™ Annual Subscription Fees.** Subject to the terms and conditions of this Ordering Document, Vendor hereby grants to Purchaser a non-exclusive, nontransferable, irrevocable (except upon termination of this Ordering Document) license use the Vendor Medical MedNet™ Medication Management Products listed in Section B (the "**ICU Medical MedNet™ Product**") in accordance with the terms and conditions herein and as set forth in the applicable Exh bit solely during each annual period for which Purchaser has paid Vendor the nonrefundable Annual Subscription Fee which shall be invoiced as provided in the Agreement (each such annual period an "**Annual Subscription Period**"). The initial Annual Subscription Period will commence on the Ordering Document Effective Date and will terminate 1 year thereafter. Thereafter, the Annual Subscription Period shall automatically renew for successive annual periods through the Ordering Document Term or termination. For all subsequent Annual Subscription Periods, Purchaser shall pay the Annual Subscription Fee. This Annual Subscription Fee shall support the Devices set forth in Section B. If Purchaser adds any additional servers and/or acquires any additional Devices, the Annual Subscription Fee [REDACTED]. The ICU Medical MedNet™ Product is only authorized for use at the applicable Purchaser site(s) identified herein.
- (ii) **ICU Medical MedNet™ EHR Interface Annual User Fees.** In consideration for access to ICU Medical MedNet™ IV clinical integration function that provides an interface with Purchaser's current electronic health records system ("**EHR**") to allow Auto-Programming with Auto-Documentation (automated programming of order settings on the Devices with automated EHR documentation of infusion activity) OR Medication ID Programming with Auto-Documentation (automated programming of only the identity of ordered medication and concentration on the Devices with automated EHR documentation of infusion activity) OR Auto-Documentation Only (automated EHR documentation of infusion activity) (the "**EHR Interface**"), Purchaser agrees to pay Vendor the nonrefundable annual fee specified in Section E ("**EHR Interface Annual User Fee**"). Purchaser agrees not to access or attempt access of the EHR Interface through any manner other than by paying the EHR Interface Annual User Fee. Purchaser shall pay the EHR Interface Annual User Fee for each successive ICU Medical MedNet™ Annual Use Period during the Ordering Document Term. The EHR Interface is only authorized for use at the sites identified herein. Any additional sites added shall require the EHR Interface Annual User Fee to be updated to reflect the then current number of systems and sites utilizing the EHR Interface. Vendor may suspend the services related to, or at its discretion terminate access to the EHR Interface if Purchaser breaches any material term or condition provided in this Ordering Document, including without limitation, failure to pay the EHR Interface Annual User Fee, and such breach is not remedied within 60 days after written notice of the breach.
- (d) **Implementation Fees.** The ICU Medical MedNet™ Implementation Fee listed in Section E covers [REDACTED] (collectively the "**ICU Medical MedNet™ Implementation Services**"). If Purchaser has chosen to implement the ICU Medical MedNet™ Product at different times and/or at multiple sites and/or for multiple Device types, then each individual ICU Medical MedNet™ Implementation Fee listed in Section E covers [REDACTED]. In such an event, if Vendor and Purchaser mutually agree to have Vendor perform any of the remaining ICU Medical MedNet™ Implementation Services, then Vendor shall charge Purchaser, based on Vendor's then current standard time and material rates, for those remaining ICU Medical MedNet™ Implementation Services after the performance thereof. In the event that Purchaser is migrating current Vendor devices to new Vendor Technology then the data migration of log files, bio-medical information and infusion pump data is not included in this service but may be available under a separate agreement for an additional fee.
- (e) **EHR Integration Fees.** ICU Medical MedNet™ EHR Integration Implementation Fee. The ICU Medical MedNet™ EHR Integration Implementation Fee listed in this Section E covers [REDACTED] (collectively the "**ICU Medical MedNet™ EHR Integration Implementation Services**"). The ICU Medical MedNet™ EHR Integration Implementation Services will be limited to [REDACTED]. Purchaser understands and agrees that if Purchaser requests ICU to provide, and ICU agrees to provide, any additional ICU Medical MedNet™ EHR Integration Implementation Services, including with respect to any Purchaser units other than [REDACTED] then ICU shall charge Purchaser Vendor's then current standard time and material rates for any and all additional services. Upon notification by Purchaser that Purchaser is ready to initiate the ICU Medical MedNet™ EHR Integration implementation, Vendor shall provide a Statement of Work ("**SOW**") that reviews the project scope, goals, methodology, roles and responsibilities, milestones, and deliverables.
- (f) **Data Analytics Fee.** Vendor shall provide Purchaser with [REDACTED] data consultative reviews with executive summary and evaluation and trending of associated outcomes and monthly scorecards of Purchaser's ICU Medical MedNet™ data ("**ICU Data Analytics Service**"). In order to obtain the ICU Medical Data Analytics Service, Purchaser must pay the nonrefundable annual ICU Data Analytics Service Fee, as specified in SECTION B(ii): Annual User Fee upon shipment of Devices. THE VENDOR DATA ANALYTICS SERVICE FEE SHALL BE AUTOMATICALLY RENEWED FOR EACH SUCCESSIVE ANNUAL USE PERIOD UNLESS TERMINATED BY PURCHASER BY PROVIDING WRITTEN NOTICE TO VENDOR AT LEAST 60 DAYS PRIOR TO THE END OF THE THEN CURRENT ANNUAL USE PERIOD. Vendor shall

provide ICU Data Analytics Service for the servers and sites set forth herein. If Purchaser increases the servers or sites, then any ICU Data Analytics Server Fee shall immediately and automatically be increased to reflect the then current number of servers or sites Purchaser is utilizing. Purchaser must allow Vendor to remotely access the Server(s) via a restricted virtual private network as needed in order for Vendor to provide the ICU Data Analytics Service.

FORM OF STATEMENT OF WORK

This Statement of Work (this "**Statement of Work**") dated as of the Effective Date of the Ordering Document (the "**Statement of Work Effective Date**"), between University Medical Center of Southern Nevada, with its principal place of business located at 1800 W Charleston Blvd., Las Vegas, NV 89102, for the benefit of itself, and its Affiliates (collectively "**Purchaser**"), and ICU Medical Sales, Inc., a business entity with offices located at 275 N. Field Drive Lake Forest, IL 60045 ("**Vendor**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Professional Services Attachment (the "**Professional Services Attachment**"). This Statement of Work is made and issued in connection with any Professional Services ordered or purchased by Purchaser under the Ordering Documents as specified in the applicable Order Forms.

Pursuant to the terms of the Professional Services Attachment and the Purchasing Agreement between HealthTrust Purchasing Group, L.P., and Vendor with an Agreement No. 1119 ("Agreement"), which are incorporated herein by reference, and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. GENERAL TERMS

1.1 This Statement of Work applies solely to the University Medical Center of Southern Nevada with the Professional Services to be performed primarily at the 1800 W Charleston Blvd., Las Vegas, NV 89102. This Statement of Work is under the Professional Services Attachment and the Agreement and is subject to all terms and conditions of each of the foregoing. In the event of any conflict between the terms of this Statement of Work and any terms of the Professional Services Attachment or the Agreement, the Agreement, or the Professional Services Attachments terms, as applicable shall control. Notwithstanding the foregoing, if a provision of this Statement of Work specifically references a provision in the Agreement and provides that the provision of this Statement of Work shall either amend such provision or control in the event of a conflict, then such provision in this Statement of Work shall control with respect to the Professional Services under this Statement of Work.

1.2 The term of this Statement of Work ("Statement of Work Term") shall commence on the Statement of Work Effective Date and shall expire upon the later of (i) Purchaser's Acceptance (defined below) of all Professional Services under this Statement of Work.

1.3 This Statement of Work may be executed in any number of counterparts by the parties hereto and delivered in person or by facsimile transmission or electronic mail, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same Statement of Work.

2. SCHEDULE OF PROFESSIONAL SERVICES TO BE PROVIDED

2.1 Listed below are descriptions and/or specifications of the Professional Services to be performed and the Milestones (which shall include, without limitation, source code and system and user documentation for any software Deliverable, if applicable) to be delivered to Purchaser under this Statement of Work. Also included in the descriptions below are the completion and Acceptance Criteria/metrics for the Professional Services and Deliverables under this Statement of Work (the "**Acceptance**").

Deliverables and Dates

Deliverable or Task Description	Delivery Date	Acceptance Criteria	Milestone
Vendor will have a kick off meeting after Ordering Document signature to determine deliverable timelines	Vendor and Purchaser will mutually agree upon a delivery date after the creation of the drug library (and as per the Statement of Work)	Refer to Section 3 of the General Terms	Milestone timelines will be determined by the parties during the kick off meeting and as per the Statement of Work

2.2 Listed below is the name and address of a Project Manager for each of Purchaser and Vendor.

Purchaser Project Manager

Name: Purchaser Project Manager to be determined by University Medical Center of Southern Nevada upon execution of the Ordering Doc

Address: To be determined based on above _____
To be determined based on above _____

Telephone: To be determined based on above _____

Fax: n/a _____

E-mail: To be determined based on above _____

Vendor Project Manager

Name: Vendor Project Manager to be determined upon execution of the Ordering Document

Address: To be determined based on above _____
To be determined based on above _____

Telephone: To be determined based on above _____

Fax: n/a _____

E-mail: To be determined based on above _____

2.3 All Professional Services performed pursuant to this Statement of Work shall be performed at either the fixed price set forth below or the time and materials basis with labor rates and materials prices set forth below. This Statement of Work will not exceed the amount specified below without prior written approval of the Parties. Purchaser will pay the undisputed amounts of invoices in accordance with the Agreement.

- As identified in Section E

2.4 Any item not specifically provided in this Statement of Work is considered out of scope. Purchaser may at any time request a modification to the Professional Services by providing Vendor with written details of the modification. Vendor shall determine in good faith whether such modifications are commercially and technically feasible, and, if such modifications are commercially and technically feasible, Vendor shall submit a change request to this Statement of Work that includes the modifications along with an estimate of the fees for such modifications. If Vendor and Purchaser both execute such change request, then the modifications to the Professional Services will be performed either at the fixed fee set forth in the change order, or on a time and material basis. For the sake of clarity, no modifications shall be valid unless and until a change request has been signed by both Vendor and Purchaser.

2.5 Listed below are the detailed functional and technical specifications and standards for all Professional Services and Deliverables, including, without limitation, test plans, test scripts and quality standards, and the methodology to be used by Vendor in performing under this Statement of Work.

- See Outline of Responsibilities

- See Outline of Responsibilities

- See Outline of Responsibilities

OUTLINE OF RESPONSIBILITIES

Purchaser Outline of Responsibilities

Purchaser Executive Sponsor

Customer Clinical/Nursing Lead

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 80% |
| Previous government | 20% |

Purchaser Outline of Responsibilities

Customer Drug Library Creation Lead

-
- | Category | Current Administration | Previous Administration | Current Administration |
|------------|------------------------|-------------------------|------------------------|
| Yes | 85% | 75% | 70% |
| No | 10% | 15% | 25% |
| Don't know | 5% | 10% | 5% |

Purchaser Information Technology Lead

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 15% |

-
- A horizontal bar chart with a black background and white text. The y-axis lists six categories: 'All respondents', 'Men', 'Women', '18-29', '30-49', and '50+'. For each category, there are two white bars. The first bar in each pair represents 'U.S. should take action' and the second bar represents 'U.S. should not take action'. The lengths of the bars indicate the percentage of respondents in each category who chose that option. The 'U.S. should take action' bars are consistently longer than the 'U.S. should not take action' bars across all categories.
- | Category | U.S. should take action (%) | U.S. should not take action (%) |
|-----------------|-----------------------------|---------------------------------|
| All respondents | 85 | 14 |
| Men | 82 | 17 |
| Women | 88 | 11 |
| 18-29 | 80 | 19 |
| 30-49 | 85 | 14 |
| 50+ | 83 | 16 |

Purchaser Outline of Responsibilities

Purchaser Project Manager

-
- | Responsibility | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 15% |

-
- | Category | U.S. only (%) | U.S. and other countries (%) |
|--------------------------|---------------|------------------------------|
| Total | 85 | 75 |
| U.S. only | 85 | 75 |
| U.S. and other countries | 85 | 75 |

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (b) (5) DPP, (b) (5) ACP
- (b) (5) DPP, (b) (5) ACP

Clinical Education / Go-Live days

Clinical Education: [REDACTED]

Go-Live Support: [REDACTED]

2.9 Listed below are additional terms and conditions that shall govern this Statement of Work (e.g., software maintenance, data conversion, and training provisions).

2.10 Purchaser shall allow Vendor to remotely access the server(s) via a restricted virtual private network to: (i) install Updates, (ii) provide the ICU Medical MedNet™ Safewatch™ Services, (iii) if purchased for a separate fee, Data Analytics Services, and (iv) diagnose and resolve ICU Medical MedNet™ Product errors. Purchaser shall provide reasonable assistance to ICU to allow ICU to perform such actions through such remote access. If Purchaser is unable to provide remote access to the server(s) via a restricted virtual private network or if ICU determines that such remote access is not adequate to install Updates, then Vendor shall charge Purchaser [REDACTED] for on-site installation of Updates. Purchaser shall provide, without charge, physical access to premises, equipment, and user data as and when requested by Vendor as part of the Update installation or error diagnosis or correction. Failure to provide such remote or on-site access may prohibit effective action by Vendor and accordingly Vendor shall not be liable for failure to provide Maintenance and Support Services, including providing Updates. If the Purchaser agrees to on-site support for error diagnosis and/or correction, but it is later determined by ICU that the error was not caused by a defect in the ICU Medical MedNet™ Product, Purchaser shall pay for ICU's on-site support at Vendor's consulting rates, plus Vendor's reasonable out-of-pocket expenses Listed below is the Vendor Personnel that will perform Professional Services under this Statement of Work.

- Vendor Personnel will be determined upon signature of the Ordering Document

2.11 Listed below are the fees for this Statement of Work.

- As identified in Section E

~~• Listed below is the schedule for completion of this Statement of Work. [to be completed upon execution of the Ordering Doc]~~ Both parties will mutually agree upon a schedule for completion of the Statement of Work during the kick off call, which occurs after the signature of the Ordering Document.

3. [REDACTED]

4. WINDING DOWN

4.1 Listed below are the steps Vendor will take to assist Purchaser in taking over the Professional Services, or in transitioning such work to another vendor, in the event of termination of the Statement of Work.

- [REDACTED]

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their duly authorized representatives.

[PURCHASER]

[Vendor]

Richard Nevin

Richard Nevin (Feb 26, 2024 17:26 CST)

Signature

Signature

Mason Von Houweling

Richard Nevin

Printed Name

Printed Name

Chief Operating Officer

VP -Contracting

Title

Title

Date

Date