

## ADDENDUM

This Addendum (“Addendum”) to the below listed agreements, is effective as of the Transaction Effective Date, and is by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, (“Purchaser”), on the one hand, and **ICU Medical Sales, Inc.** (“Sales”), having its principal place of business at 951 Calle Amanecer, San Clemente, CA 92673, and **Smiths Medical ASD, Inc.**, having its principal place of business at 6000 Nathan Lane North, Minneapolis, MN 55442, (“ASD,” and together with Sales, “Vendor”), on the other hand. Purchaser and Vendor are referred to herein as the “Parties.” Defined terms used but not defined herein shall have the meanings ascribed to them in the HPG Agreements and the Transaction Documents.

WHEREAS, Vendor and Health Trust Purchasing Group, LLP have entered into certain agreements listed on Exhibit A (the “HPG Agreements”) associated with the Transactions defined below and contemplated by the Parties and the Parties are concurrently herewith entering into certain additional agreements identified on Exhibit A and which govern such Transactions, (collectively “Transaction Documents”); and

WHEREAS, Purchaser wishes to purchase certain Equipment, Devices, Vendor Software, and Accessories from Vendor (“Transactions”), each as defined in the HPG Agreements and the Transaction Documents, and such purchases will be made pursuant to the Transaction Documents; and

WHEREAS, Purchaser and Vendor wish to amend and supplement the Transaction Documents in certain respects as provided in this Addendum.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Purchaser and Vendor hereby agree as follows:

Notwithstanding anything to the contrary in the Transaction Documents or the HPG Agreements the following shall control and supersede any provision to the contrary as it relates specifically to the Transactions:

1. **Effective Date.**

- a. The Transaction Documents, including this Addendum, will be effective from the date of last signature below (“Transaction Effective Date”) and the term of the Transaction Documents shall continue for a period of 84 months from the Ordering Document Effective Date for Ordering Document #1, unless earlier terminated in accordance with the provisions herein.
- b. All recurring payments in the Transaction Documents commence on the Ordering Document Effective Date for Ordering Document #1.
- c. Purchase commitments under the Placed Equipment Agreement (1119) and the Purchaser Agreement (7679) commence on the Ordering Document Effective Date for Ordering Document #1.
- d. The date of one-time payments and annual fees shall be thirty (30) days from the date of invoice.

2. **Governing Law.** The Transactions and Transaction Documents shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its conflict of laws principles.

3. **Indemnification.** Any and all indemnifications, shall be qualified with the following: “to the extent authorized by Nevada law.”
4. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Transaction Documents between the Parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Transaction Documents shall terminate and Participant's obligations under each shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Transaction Documents, and further UMC agrees to request budget approval annually. In the event this Section is invoked, the affected Transaction Document(s) will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated, nor any liability which has accrued prior to the effective date of such termination. Upon termination under this Section, for every Equipment or Device purchased pursuant to the Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices to which Vendor retains title, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor.
5. **Liquidated Damages.** All references to liquidated damages shall not be applied to the Transactions. The Parties expressly agree that Section 7 of this Addendum shall not be interpreted to be affected by this Section 5.
6. **Public Records Act.** Vendor acknowledges that Purchaser is public county-owned Purchaser which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, such as Vendor's pricing, programs, services, business practices or procedures, Purchaser will immediately notify Vendor of such demand and Vendor shall promptly notify Purchaser of its objection to disclosing such information and request that Purchaser provide a redacted version of the public record sought or seek injunctive relief in a Nevada court. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Purchaser not to release the requested information, it will be released without any further obligation or liability to Purchaser.
7. **Termination Without Cause.**  
After [REDACTED], the Transaction Documents may be terminated by Purchaser without cause [REDACTED] prior written notice and payment of the termination fees set forth herein. Should termination without cause occur in the middle of an Agreement Year, the termination fees shall be adjusted proportionately based on the units and dollars purchased during the Agreement Year. As used herein, termination “without cause” means a termination by Purchaser that is not expressly permitted by the terms of the Transaction Documents or HPG Agreements.

#### **7.1 Ordering Document #1 – Full Termination Without Cause**

With respect to Ordering Document #1 and its associated Transaction Documents, in the event Purchaser terminates without cause such Transaction Documents prior to the expiration of its Term, then for every Equipment or Device placed pursuant to such Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices



to which Vendor retains title pursuant to the Transaction Documents, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor. In addition to enforcing Purchaser's obligations in the preceding sentence, as Vendor's sole and exclusive remedy for such termination, and as a termination fee, and not as a penalty, Purchaser shall pay to Vendor the termination fees [REDACTED]

## 7.2 **Ordering Document #1 – Partial Termination Without Cause**

With respect to Ordering Document #1 and its associated Transaction Documents, in the event Purchaser terminates the Equipment and Software products on the Ordering Document #1 and the Placed Equipment Agreement without cause (but continues to purchase Additional Related Disposables) prior to the expiration of its Term, then for every Equipment or Device placed pursuant to such Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices to which Vendor retains title pursuant to the Transaction Documents, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor. In addition to enforcing Purchaser's obligations in the preceding sentence, as Vendor's sole and exclusive remedy for such termination, and as a termination fee, and not as a penalty, Purchaser shall pay to Vendor the termination fees [REDACTED]

7.3 The parties agree that termination fees and other obligations set forth in Section 7 of this Addendum constitute a reasonable pre-estimate of such damages ICU Medical will suffer as a result of the envisaged circumstances; and are to be assessed as termination fees and not as a penalty.

8. **Upgraded Equipment.** Once the Plum Duo and LifeShield (the "Upgraded Equipment") is made available pursuant to an HPG Agreement, Vendor shall notify Purchaser and Purchaser shall be entitled to purchase the Upgraded Equipment upon the following terms:

- a. The price for the Upgraded Equipment shall be the price set forth in the HPG Agreement and not to exceed the budgetary quote dated January 29, 2024, and attached hereto as Exhibit B.

- c. Upon execution of an Order Form and Purchaser's payment of the Upgraded Equipment, the termination fees set forth in Section 7.1 and 7.2 above as it relates to the Equipment placed on the Ordering Document #1 and the Placed Equipment Agreement as defined in Section 7 shall be deemed satisfied. For sake of clarity, Purchaser will be required to meet the Additional Related Disposables for the Upgraded Equipment as defined in the Placed Equipment Agreement.

- d. The Purchase of the Upgraded Equipment shall be documented by an Order Form which shall be subject to the terms and conditions of this Addendum, the Transaction Document (to the extent applicable) and the applicable HPG Agreement except as modified in this Section 8.
9. **Conflicts.** To the extent of any conflict between this Addendum and any HPG Agreement or Transaction Document, the terms of this Addendum shall control.
10. **Assignment.** Vendor is expressly permitted to assign this Addendum and any or all Transaction Documents in whole or in part (including assignment of the right to receive payment) between Sales and ASD by providing notice to Purchaser and assumption of obligations by ASD.
11. **Notices.** All notices required under this Addendum, the transaction Documents and the HPG Agreements must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, or by hand delivery, and directed to the appropriate party as follows:

To Purchaser                      University Medical Center of Southern Nevada  
   Attn: Legal Department  
   1800 West Charleston Boulevard  
   Las Vegas, Nevada 89102

To Vendor:                              ICU Medical Sales, Inc.  
   Smiths Medical ASD, Inc.  
   951 Calle Amanecer  
   San Clemente, CA 92673  
   Attn: General Counsel

Except as expressly amended and supplemented by this Addendum, the HPG Agreements and Transaction Documents shall remain in full force and effect.

For information purposes only, the potential liability for termination fees is \$2,945,730.00.

**[Signatures follow on next page.]**

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates set forth below.

**ICU Medical Sales, Inc.**

Signature: *Richard Nevin*  
Richard Nevin (Feb 26, 2024 17:25 CST)

Printed Name: Richard Nevin

Title: Vice President, Contracting

Date: Feb 26, 2024

**University Medical Center of Southern Nevada**

Signature: \_\_\_\_\_

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: \_\_\_\_\_

**Smiths Medical ASD, Inc.**

Signature: *Richard Nevin*  
Richard Nevin (Feb 26, 2024 17:25 CST)

Printed Name: Richard Nevin

Title: Vice President, Contracting

Date: Feb 26, 2024

## Exhibit A

### **HPG Agreements** *(as amended from time to time)*

- **Purchasing Agreement (HPG-1119)**, effective October 15, 2016
- **Amended & Restated Purchasing Agreement (HPG-7679)**, effective February 1, 2018
- **Purchasing Agreement (HPG-39581)**, effective September 1, 2022
- **Purchasing Agreement (HPG-908)**, effective January 1, 2024
- **Purchasing Agreement (HPG-1351)**, effective January 1, 2022

### **The Transaction Documents** *(as amended from time to time)*

- **This Addendum**
- **Ordering Document #1 (Placed Equipment for Plum 360™)**, including its *Information Security Exhibit, Hardware Minimum Acceptable Service Level Agreement, On Premises Software Terms and Conditions Exhibit, and Statement of Work (if applicable)*
- **Ordering Document #2 (Purchase Summary of CADD & Medfusion™)**, including its *Information Security Exhibit, On Premises Software Terms and Conditions Exhibit, and Statement of Work (if applicable)*
- **Placed Equipment Agreement (1119)**
- **Purchaser Agreement (7679)**, effective February 1, 2024
- **Letter to Confirm the Removal of Install Base Records**

## Exhibit B

UMC of Southern Nevada  
Las Vegas, NV 89102  
HealthTrust  
January 29, 2024



### Hardware

Part Number	Description	Unit Price	Quantity	Extended Total
40002	Plum Duo™ Infusion Pump			
		<b>Hardware Total:</b>		

### Implementation Services

Part Number	Description	Unit Price	Quantity	Extended Total
17587	LifeShield™ Essential Software Implementation (per pump)		1	
17590	LifeShield™ IV EHR Interoperability Implementation (per pump)		1	

### Annual Software User Fees

Part Number	Description	Unit Price	Quantity	Extended Total
17800	LifeShield™ Essential Annual Software Fee* (per pump)			
17802	LifeShield™ IV EHR User Fee** (per pump)			
17803	Additional Data Storage Fee			
		<b>Annual Software User Fees Total:</b>		

### Year 1 Initial Purchase

Description	Year 1 Initial Purchase	Annual Software User Fees	Extended Total
Hardware			
Implementation Services Fees (1st Year)			
Annual Software User Fees (1st Year)			
<b>Subtotal:</b>			<b>\$3,132,150.00</b>

\*\*\*The ICU Medical Software Annual User Fees, Disposables, Consumables (if applicable), and Extended Services are subject to annual price increases.

This is a Non-Binding Price Quote. Price Quotes are valid for thirty (30) days unless otherwise specified in writing. A binding contract only exists after execution of a written agreement between ICU Medical and Customer.

This Price Quote is valid only for the ICU Medical Product purchase as defined herein. Any changes to the number and type of devices, servers, facilities, drug libraries, or other products will require adjustment to the prices quoted.

ICU Medical Implementation fees, Interoperability fees and/or Professional Services Implementation fees that are not included in this Price Quote require an updated and/or additional Price Quote.

All information contained in this quote is strictly confidential. Customer and its affiliates will not disclose the terms of this quote to any party without ICU Medical's prior written consent.

For device upgrades Customer may be required to properly pack and return current ICU Medical devices. Additional terms shall apply.

Prepared by: MTI