

**District / Sales Office**

SIEMENS HEALTHCARE DIAGNOSTICS INC.

Attn: Casey Hampton Tucker  
 Phone: 984-281-7881  
 Fax: 919-869-2694  
 Email: [casey.hamptontucker@siemens-healthineers.com](mailto:casey.hamptontucker@siemens-healthineers.com)

**Sold To**

#0000002498  
 MANGUM REGIONAL MEDICAL  
 CENTER  
 1 WICKERSHAM ST  
 MANGUM, OK 73554-9117

**Bill To**

#0000149707  
 QUARTZ MOUNTAIN HEALTHCARE  
 SYSTEM  
 ONE WICKERSHAM DR  
 MANGUM, TX 73554

**Payer**

#0000149707  
 QUARTZ MOUNTAIN HEALTHCARE  
 SYSTEM  
 ONE WICKERSHAM DR  
 MANGUM, TX 73554

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

Item #	Product Name	Functional Location	Serial Number	Performance Plan	Contract Duration	Standard Pricing	Annual Pricing	Partial Year Price	Net Price
1*	SYSMEX CA-660	400-571381	14184	Plus (8am-5pm, M-F)	11/18/2023 - 11/17/2025	\$7,516	\$3,895	\$0	\$7,790.00
Total Contract Price						\$7,790.00			

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

### Customer's Acceptance

### Siemens Healthcare Diagnostic Inc.

\_\_\_\_\_  
(By) (Signature)

\_\_\_\_\_  
Name and Title

Acceptance Date \_\_\_\_\_

\_\_\_\_\_  
(By) (Signature)

Casey Hampton Tucker - DX Inside Sales Representative

\_\_\_\_\_  
Name and Title

Customer P.O. # \_\_\_\_\_ (If your organization does not require a PO for payment, please initial here and provide written confirmation.)  
Customer P.O. # \_\_\_\_\_ (enter P.O. # for contract billing;)  
\_\_\_\_\_ (Initial if P.O. is required but will be issued prior to warranty expiration)  
Standing P.O. # \_\_\_\_\_ (for T&M charges outside of the contract)

Please review payment frequency as listed in the exhibit. If a different frequency is required, please indicate here.  
 Annual     Quarterly     Monthly

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

**Please return Signed Performance Plan Quote and PO (Hardcopy PO preferred) back to Casey Hampton Tucker by phone number 984-281-7881 at email [casey.hamptontucker@siemens-healthineers.com](mailto:casey.hamptontucker@siemens-healthineers.com) or fax number 919-869-2694.**

**You will not be invoiced until the start date of the term of this quote. If your facility is tax exempt, please include a copy of your exemption certificate with your signed quote and purchase order**

## Exhibit A

### Item #1:

Equipment	SYSMEX CA-660		
Equipment Location	MANGUM REGIONAL MEDICAL CENTER - #0000002498		
Address	1 WICKERSHAM ST MANGUM OK 73554-9117		
Functional Location: 400-571381	Serial Number: 14184	Payment Frequency: Annual	
Performance Plan Type: Plus (8am-5pm, M-F)	Contract Start: 11/18/2023	Contract End: 11/17/2025	Annual Price: USD 3,895.00
Catalog Number: 10713266	GPO Pricing VIZIENT		

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

Coverage applies during the Contract Period or as indicated:	Contract Period
Principal Coverage Period (PCP)	8:00 am - 5:00 pm Monday through Friday, excluding holidays
Planned Maintenance	8:00 am - 5:00 pm Monday through Friday, excluding holidays
On-Site Applications Support	8:00 am - 5:00 pm Monday through Friday, excluding holidays
Technical Phone Support	Included
On-Site Response Objective	Next Business Day
Labor	Included
Travel	Included
Updates	Included
General Spare Parts Coverage	Included
teamply Fleet	Included
Smart Remote Services	Included

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

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

## Glossary

Deliverables	Description
Principal Coverage Period (PCP)	Hours defined in Exhibit A during which agreed-upon on-site services are provided. Principal Coverage Period is independent of Technical Phone Support hours, Planned Maintenance hours, and On-Site Applications Support hours.
Planned Maintenance	Hours defined in Exhibit A during which preventive services are carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
On-Site Applications Support	Hours defined in Exhibit A during which the Technical Applications Specialists provide on-site services. On-Site Applications Support includes: assay troubleshooting at the request of the Field Service Representative or Remote Services Center, required training associated with mandatory updates, and Siemens assay additions. On-Site Applications Support that are excluded from the service agreement are: additional and repeat training post-implementation, relocation of equipment, revalidation of assays, lot rollovers, and linearity studies. IT support and customization is also excluded unless covered by a separate Professional Services agreement.
Technical Phone Support	Direct access to technical specialists at the Siemens Remote Services Center for fast diagnosis and technical support. Technical Phone Support is included for Siemens customers with a current service agreement, with coverage hours varying by product. Access to a technical specialist is not guaranteed outside of coverage hours.
On-Site Response Objective	Siemens shall use commercially reasonable efforts to meet the specified Field Service Representative on-site response time objective defined in Exhibit A, in accordance with the defined Principal Coverage Period, once a dispatch notification has been created by Customer Care Center. Some on-site response times may be delayed due to travel time or other factors. For urgent situations in which instrument is not operational (i.e. unable to produce certain results) every effort will be made to dispatch a Field Service Representative to the account site within that day's PCP (see Exhibit A). On-Site Response Objective does not apply to On-Site Applications Support by a Technical Applications Specialist.
Labor	Unlimited coverage of on-site labor by a Field Service Representative during the Principal Coverage Period indicated. On-site service performed outside of the Principal Coverage Period or services provided that are not included in the service agreement will be billed at the current prevailing tiered labor rates.
Travel	Travel time for a Field Service Representative to and from Customer's site is included with the service agreement.
Updates	Modifications or reliability enhancements to equipment in the form of mandatory updates (safety and performance-related update instructions), to be scheduled during the defined Principal Coverage Period. Includes all necessary parts, labor, and training associated with the mandatory update. Necessary associated training will be scheduled during normal business hours (8:00 am - 5:00 pm Monday - Friday), excluding holidays. Does not include enhancements to the operating systems or additional functionality.
General Spare Parts Coverage	Replacement of standard spare parts, as defined in the Replacement Parts Section of the Service Agreement Terms and Conditions. Excludes parts defined as consumable parts, customer replaceable parts, or customer supplies in the Operator's Guide, as well as reagents. Excludes non-Siemens parts unless specifically identified in Exhibit A. Also excludes certain parts, components, and peripherals, as found in the Exclusions Section of the Service Agreement Terms and Conditions.
teamply Fleet	teamply Fleet is a teamply digital health platform solution that enables you to streamline the management of your fleet from Siemens Healthineers and to optimize your asset performance holistically, 24/7, and from any browser capable device. With its broad range of features, teamply Fleet offers you a clear overview of your equipment data, helping to maintain and optimize your asset performance while keeping your equipment cybersecure and allowing you to make sound decisions about the future of your fleet.

Deliverables	Description
Smart Remote Services	<p>Smart Remote Services (SRS) – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. Atellica Connectivity Manager or syngo Lab Connectivity Manager software is required to facilitate the delivery of Smart Remote Services. Siemens Healthineers uses SRS to remotely diagnose, troubleshoot, and support Siemens instruments, automation systems, and middleware products. Not available on all Siemens systems.</p>

## Siemens Healthcare Diagnostic, Inc. General Terms and Conditions

### 1. Initial Condition of Equipment

This service agreement ("Agreement") is entered into by Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers") on the premise that equipment covered by this Agreement ("Equipment") is presently operating in accordance with the manufacturer's specifications as of the date of this Agreement.

Where service has not been provided by Siemens Healthineers under warranty or contract for greater than sixty (60) days preceding the date of this Agreement, Equipment condition is subject to verification by Siemens Healthineers at Customer's expense.

Any and all repairs performed by Siemens Healthineers to restore the Equipment performance to manufacturer's specifications or that are outside of the scope of this Agreement will be invoiced at Siemens Healthineers then-current rates for labor, travel and parts.

Verification is waived by Siemens Healthineers where Siemens Healthineers service, or service by a Siemens Healthineers- authorized service provider, has been provided under warranty or contract within sixty (60) days of the date of this Agreement.

### 2. Term.

Siemens Healthineers will provide the services detailed herein for the term set forth on Exhibit A beginning on the Contract Start date and continuing through the Contract End date for each piece of Equipment ("Term"). Any services provided by Siemens Healthineers after the expiration of the Term shall be billed to Customer on a time and material basis at Siemens Healthineers' then current rates unless Siemens Healthineers and Customer renew this Agreement or enter into a subsequent service agreement for the applicable Equipment. Siemens Healthineers reserves the right not to renew service coverage for older equipment or software at Siemens Healthineers sole discretion.

### 3. Siemens Healthineers Service

Subject to the terms of this Agreement and with reasonable promptness, Siemens Healthineers or its authorized service provider will repair those Equipment malfunctions which occur notwithstanding that the Equipment is being operated in accordance with the instruction manual for such Equipment. A service call shall be considered complete when Siemens Healthineers, or its authorized service provider, demonstrates by an appropriate test procedure that the Equipment is operating in accordance with the manufacturer's specifications for such Equipment. Siemens Healthineers, or its authorized service provider, shall provide to Customer a copy of the "Field Service Report" detailing the work performed by Siemens Healthineers' field service representative, or its authorized service provider. Siemens Healthineers may require that the Equipment be returned to the repair facility for service.

As consideration for the service provided hereunder, Customer shall pay Siemens Healthineers the specified fees. Customer is also responsible for the payment of any sales and use tax on the service and any service parts furnished hereunder.

### 4. Service Parts

Unless otherwise provided elsewhere in this Agreement, all service parts are furnished on an exchange basis and the parts removed become the property of Siemens Healthineers. Siemens Healthineers will supply at its own expense, necessary parts, except consumables, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens Healthineers and further provided that the Siemens Healthineers-manufactured parts are available from the factory. All Parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens Healthineers unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations. For a list of excluded parts not covered by this Agreement, please refer to Section 5 (o) of this Agreement below.

### 5. Exclusions

Service does not include any work and related travel, labor and parts required to repair Equipment malfunctions resulting from Customer's failure to provide suitable operating conditions or to adequately furnish all facilities required by the manufacturer's installation manual.

In addition, service required to correct malfunctions resulting from the following is excluded from this Agreement:

- (a) Failure on the part of Customer to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals for such Equipment;
- (b) Damage caused by Customer error, misuse, abuse, or operation outside of conditions prescribed in the Equipment instruction manual or damage caused by use for a purpose other than for which it was designed;
- (c) Improper use or storage or other external cause, including service or modifications not performed by Siemens Healthineers or its authorized service provider;
- (d) Damage incurred during the transportation of the Equipment not supervised by Siemens Healthineers or its authorized representative;
- (e) Damage caused by repair, service, or alteration made or attempted by any parties other than Siemens Healthineers or Siemens Healthineers' authorized service provider without Siemens Healthineers' prior written consent;
- (f) Acts of God including flood, earthquake, tornado, hurricanes and other natural or man-made disasters;
- (g) Acts of war, vandalism, sabotage, arson and civil commotion;
- (h) Electrical surges and sprinkler damage, or;
- (i) Use of supplies, disposables, consumables or reagents not recommended in writing by the Equipment manufacturer, or accessories which the Equipment manufacturer has not specifically designated in writing as compatible with the Equipment;
- (j) Customer owned instrument de-installation, decontamination, re-installation;
- (k) Rebuilding of any Equipment software or IT environment damage resulting from a cyberattack.

Siemens Healthineers service also excludes the following:

- (l) Furnishing of batteries, fuses, lamps, hoses, tubing, filters, disconnected fittings, electrodes, computer software, test patterns, calibration standards, report forms, printers, printer paper, pen styli, ink pens, or hollow cathode;
- (m) Service which is unreasonable for Siemens Healthineers or its authorized service provider to render because of unauthorized alterations or attachments to the Equipment;
- (n) System peripherals such as uninterruptable power sources. (Applies to Centaur, Immulite, and Atellica Products.);
- (o) Parts defined as 'Supplies', 'Supplies list', 'Supplies and Replacement Parts', 'Consumables and Accessories', 'Orderable Parts', or 'Customer Replaceable Parts' within the Operator's Guide, Instructions for Use, or Operating Manual (all of which can be found in the Document Library at <https://doclib.Siemens Healthineers-healthineers.com/home>).

Service calls made by Siemens Healthineers, or its authorized service provider, and any related travel, labor and parts required to correct Equipment malfunctions resulting from causes set forth above shall be invoiced by Siemens Healthineers to Customer at Siemens Healthineers' then-current rates.

## 6. Planned Maintenance (PM)

Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan. Planned maintenance will be performed during normal business hours (M-F, 8AM to 5PM), and excluding holidays, unless mutually agreed otherwise.

## 7. Warranty

Siemens Healthineers warrants that Equipment service rendered by Siemens Healthineers, or its authorized service provider, to the Customer hereunder shall be performed in a workmanlike manner, consistent with industry standards. If the service performed does not result in the Equipment performing in accordance with the manufacturer's specifications, Siemens Healthineers shall repeat such service until the Equipment performs in accordance with the manufacturer's specifications. The foregoing express warranty and remedy are exclusive and there are no other warranties expressed or implied.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIEMENS HEALTHINEERS.

## 8. Equipment Retrofit

Siemens Healthineers, or its authorized service provider, may make changes in the design or construction of Siemens Healthineers equipment without incurring any obligation hereunder to make such changes to the Equipment covered by this Agreement. Customer shall, however, allow Siemens Healthineers, or its authorized service provider, at Siemens Healthineers' expense, to retrofit components or make design changes which improve Equipment reliability but do not adversely affect Equipment performance.

## 9. Trained and Key Operators

Customer agrees that only operators who can independently demonstrate the ability to identify hardware and perform all

daily tasks required for sample processing, including all maintenance activities ("Trained Operators"), will operate the system for the life of the agreement. Untrained users operating the system shall be deemed a material default of this Agreement. Customer must be able to document training and provide to Siemens Healthineers upon request. Customer shall also designate a Trained Operator who is capable of performing basic troubleshooting tasks and acts as an educational resource for the other Trained Operators ("Key Operator"). The Key Operator shall be made available to Siemens Healthineers, or its authorized service provider, to describe Equipment malfunctions to Siemens Healthineers representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens Healthineers representative. Failure to designate a Key Operator or to perform Customer maintenance as specified in the Equipment instruction manual shall be deemed a material default of the Agreement and may result in a service call invoiced by Siemens Healthineers at its then-current standard rates for service, travel, labor and parts, if necessary to resolve an issue that could have been resolved by a Key Operator.

#### 10. OSHA

Customer shall provide Siemens Healthineers' field service representative, or its authorized service provider, with facilities at Customer's location which shall be adequate for Siemens Healthineers or its authorized service provider to perform the services contemplated by this Agreement and comply with the regulations of the Secretary of Labor promulgated under the Occupational Safety and Health Act of 1970 as amended.

#### 11. Access to Books and Records

The obligation under this Section 11 is undertaken pursuant to and to the extent required by Section 952 of the Omnibus Reconciliation Act of 1980 ("Act") which is applicable to parties furnishing services with a value or cost of \$10,000 or more over a twelve-month period. Upon written request any time during a four-year period after furnishing the services, Siemens Healthineers shall make available to the Secretary of The Department of Health and Human Services, the U.S. Comptroller General, and their authorized representatives, this Agreement and all books, documents, and records necessary to verify the nature and extend of the cost of such services. If Siemens Healthineers provides any service through a subcontract with a related organization, such subcontract shall contain a provision similar to this Section 11 required by the Act.

#### 12. Payment Terms

Payment is due thirty (30) days from invoice date. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated immediately upon written notice by Siemens Healthineers to Customer for nonpayment. Any service calls made after the date of such termination shall be invoiced at Siemens Healthineers' then-current standard rates for service, travel, labor and parts.

After the first year of the term of the Equipment coverage period set forth in the Agreement, Siemens Healthineers may increase the Annual Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens Healthineers shall provide the Customer with no less than thirty (30) days written notice of any price increase.

#### 13. Limitation of Liability and Indemnification

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

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



not affect Siemens Healthineers' liability for Claims for personal injury arising as a result of Siemens Healthineers' negligence or product defect, to the extent set out in this Agreement.

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

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

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

#### 14. Force Majeure

Neither party shall be responsible for delay or nonperformance caused by circumstances beyond such party's reasonable control.

#### 15. Default and Termination

Customer shall be in default under this Agreement upon: (i) a failure by Customer to make any payment due Siemens Healthineers within ten (10) days of receipt of notice from Siemens Healthineers that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens Healthineers; (iii) a failure by Customer to grant Siemens Healthineers access to the Equipment as set forth in this Agreement; (iv) a failure by Customer to notify Siemens Healthineers the Equipment is in need of remedial maintenance or to permit Siemens Healthineers to inspect, repair or adjust the Equipment as deemed necessary by Siemens Healthineers or at any time during the term of this Agreement in order to keep the Equipment operating in material compliance with the written specifications; (v) a failure by Customer to maintain the Equipment in accordance with the manufacturer's written specifications; (vi) a failure by Customer to purchase from Siemens Healthineers all necessary service parts and labor that are excluded from coverage under this Agreement; (vii) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens Healthineers or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (viii) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). Upon the occurrence of any event of default hereunder, Siemens Healthineers may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Agreement and any and all other agreements between the parties, or suspend any training courses or educational offerings provided under this Agreement, until the default is cured or corrected; (ii) terminate this Agreement, in which case Customer shall pay to Siemens Healthineers (a) all amounts due under this Agreement through the effective date of termination, (b) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement from the date of termination through the scheduled expiration of the term of this Agreement, and (c) all costs and expenses of collection, including without limitation reasonable attorneys' fees and court costs incurred by Siemens Healthineers as a result of the Customer's default; (iii) void any and all warranties for the Equipment that has been affected by the use of unauthorized replacement parts and/or Customer or third-party labor; and/or (iv) commence collection actions (including court actions) for all sums due under this Agreement. All rights and remedies available to Siemens Healthineers hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens Healthineers to exercise a particular remedy.

In the event that Customer cures all defaults hereunder, then prior to resumption of the Equipment maintenance services under this Agreement, Siemens Healthineers may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Siemens Healthineers' per-call rates and terms then in effect. Any repairs or adjustments which Siemens Healthineers determines are required due to: (i) the use of any non-Siemens Healthineers parts; (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of services by Siemens Healthineers; or (iii) any of the exclusions from coverage set forth in Section 5 of this Agreement, shall be charged to the Customer at Siemens Healthineers' rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of service under this Agreement.

#### 16. Additional Terms and Conditions for Smart Remote Services

(a) Applicable Equipment Upkeep and Maintenance. The services provided by Siemens Healthineers permit improvements in anticipating maintenance and other issues that may arise in connection with Applicable Equipment and, consequently, can improve scheduling of appropriate service. THE SERVICES THAT THE SOFTWARE PERMITS SIEMENS HEALTHINEERS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE APPLICABLE EQUIPMENT(S). CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE APPLICABLE EQUIPMENT(S) AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS HEALTHINEERS WERE NOT PROVIDING THE SERVICES

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

(c) System Monitoring. Siemens Healthineers provides services for remote monitoring of certain Siemens Healthineers Equipment used by Customer and described in a Supplement hereto ("Applicable Equipment"). In connection with such services, Siemens Healthineers uses certain Smart Remote Services software ("SRS"), a persistent online connection between Siemens Healthineers or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens Healthineers' monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system.

In the event that Customer fails to provide or maintain the SRS Connection for the Applicable Equipment, then Siemens Healthineers shall have the option to terminate this Agreement and any applicable Supplements or Schedules hereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week.

For the purposes of this SRS Connection Section, 'Security Concept' means Siemens Healthineers IT security concept, which can be found under the following link or which Siemens Healthineers will send to Customer upon request:

[https://marketing.webassets.siemens-healthineers.com/5d482f2bbdceb7e4/c407ea6ab7d6/CS\\_SRS\\_Security\\_Concept\\_V9\\_HOOD05162003276144.pdf](https://marketing.webassets.siemens-healthineers.com/5d482f2bbdceb7e4/c407ea6ab7d6/CS_SRS_Security_Concept_V9_HOOD05162003276144.pdf)

'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) the reagents and consumables loaded onto the Applicable Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of Equipment service requirements. 'Cyberthreat' means any circumstance or event with the potential to adversely impact the Equipment via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of service rendering the Equipment unavailable or inoperable. 'EoS' means End of Support, the date Siemens Healthineers notifies Customer that the service parts and any other services for the Equipment are no longer available. 'Insignificant' means a categorization of a Vulnerability the exploitation of which, taking into account the individual Equipment attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Equipment's secure operation or provide access to personal information. 'IT Security' means safeguarding the uninterrupted operation of the Equipment against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Equipment. 'Patch(es)' means an Equipment and operating system (OS) update that addresses security vulnerabilities within the Equipment. 'Vulnerability' means a weakness in the Equipment that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices. Siemens Healthineers and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended service plan, then Siemens Healthineers, its affiliates and other companies engaged by Siemens Healthineers are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Equipment.

(d) Access to Data and Use of Data. Customer hereby irrevocably permits Siemens Healthineers and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment during a running commercial relationship between the parties.

(e) Customer Obligations for SRS Connection.

(i) Customer shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Customer's own expense to a secured telecommunications link via a broadband connection and Customer shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection);

(ii) Customer shall support Siemens Healthineers in protecting against cyber threats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Customer's IT infrastructure;

(iii) Customer shall not connect Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Siemens Healthineers;

(iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens Healthineers IT infrastructure; and

(v) Customer shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Siemens Healthineers IT infrastructure.

(f) Customer's Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Customer shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:

(i) network scanning or penetration testing shall not be performed during clinical use of the Equipment and should optionally be scheduled, with Siemens Healthineers' assistance, during equipment downtime;

(ii) the system configuration and/or IT Security controls of the Equipment as stated in the MDS2 and/or Security Whitepaper provided or made available by Siemens Healthineers at, or prior to, the time of delivery must not be modified;

(iii) if during the deployment of the Equipment Vulnerabilities are identified by Customer, Customer shall align with Siemens Healthineers regarding the severity of the Vulnerabilities taking into account the individual Equipment attributes and intended operating environment and shall not refuse acceptance of the Equipment, if the Vulnerability is classified as 'low' by Siemens Healthineers using the Common Vulnerability Scoring System ("CVSS"); and

(iv) Siemens Healthineers' initial response to Customer's inquiry on a Vulnerability will be within fifteen (15) days. Siemens Healthineers will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Customer. Siemens Healthineers will periodically release Patches depending on the age of the device and Equipment version. If Siemens Healthineers determines the Vulnerability to be critical and uncontrolled, Siemens Healthineers will communicate this determination to Customer within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Siemens Healthineers' determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Customer. In the event of a Vulnerability that is reasonably determined by Customer to constitute an emergency (meaning that the Managed Equipment must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Siemens Healthineers will collaborate with Customer to jointly determine the most prudent action necessary in light of the circumstances.

(v) Customer is responsible for preventing unauthorized access to the Equipment licensed to Customer, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Siemens Healthineers in the instructions for use and only when appropriate security measures (e.g., firewalls, network Customer authentication and/or network segmentation) are in place.

(vi) USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by Siemens Healthineers in the instructions for use and only when the risk of a malware infection of the Equipment is minimized through malware scanners or other appropriate means.

(vii) The Equipment undergoes regular development to further improve its IT Security. Siemens Healthineers strongly recommends that Equipment updates be applied as soon as they are available and that the latest Equipment versions are used by Customer. The latter might include the purchase of upgrades of hardware and Equipment by Customer; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Equipment Specification will be provided without additional charge. Use of Equipment versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Customer's exposure to Cyberthreats.

(viii) Customer shall notify Siemens Healthineers without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Equipment. Disclosure by Customer of such information to third parties during the immediately

following sixty (60) day period requires prior written consent by Siemens Healthineers.

(ix) If Siemens Healthineers provides a Patch via SRS or for download, Customer shall promptly install the Patch in accordance with the respective installation instructions given by Siemens Healthineers.

(e) Siemens Healthineers Cybersecurity Obligations. In order to protect the Equipment against Cyberthreats, Siemens Healthineers shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Siemens Healthineers becomes aware of a Vulnerability that Siemens Healthineers does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following Equipment delivery, whichever occurs first, provided that Customer's Equipment version is the most recent or at least the penultimate version at the given time, except in the case of third-party Equipment where the respective Equipment provider does not have a Patch available, Siemens Healthineers will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Siemens Healthineers becoming aware of such Vulnerability. In the case of third-party Equipment, Siemens Healthineers will make the Patch available to Customer without undue delay after such Patches are made available by Siemens Healthineers' licensors and Siemens Healthineers performs the required testing and validating on the applicable Equipment. Depending on the severity of the Vulnerability as determined by Siemens Healthineers (after consultation with Customer), Siemens Healthineers may elect to provide the Patch at the time and as part of upcoming routine updates. If the Equipment is connected to SRS and Customer enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Customer for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Customer regardless of contract status, and will be implemented by Siemens Healthineers regardless of who may otherwise be servicing the Equipment; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Customer and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SIEMENS HEALTHINEERS ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

- (i) Customer's intrusive IT Security testing;
  - (ii) unauthorized modification of the system configuration or IT Security controls of the Equipment;
  - (iii) the installation of Patches which are not authorized by Siemens Healthineers;
  - (iv) Customer delaying the self-installation of Patches made available by Siemens Healthineers via SRS or for download;
  - (v) Hacker attacks, Cyberthreats or related preventative measures; or
  - (vi) Failure to perform and maintain adequate backups of Customer's data.
- (f) SRS Limited Warranty. Unless explicitly otherwise regulated, the SRS Connection is provided "as is" and Siemens Healthineers does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens Healthineers will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration or other problem with Customer's infrastructure.
- (g) Update of Terms and Security Concept. Siemens Healthineers shall setup the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens Healthineers for the establishment of the SRS Connection according to the Security Concept. Siemens Healthineers shall be entitled to modify and/or update the terms of this SRS Connection Section 16. SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Siemens Healthineers shall inform Customer of changes by giving Customer at least thirty (30) days prior written notice. Siemens Healthineers will provide Customer with access to the updated terms and conditions.
- (h) Certification of SRS. The Siemens Healthineers service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens Healthineers shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.
- (i) SRS Connection Termination. Siemens Healthineers shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens Healthineers, acting reasonably, is of the opinion that the SRS Connection to one or more of Customer's Equipment contains a risk for the security and performance of the IT infrastructure used by Siemens Healthineers.
- (j) SRS Intellectual Property. Siemens Healthineers (and its licensors, where applicable) will retain all intellectual property rights relating to the Applicable Equipment, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Customer which are hereby assigned to Siemens Healthineers.

#### 17. Independent Contractor

Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The Parties agree that they are independent contractors and not agents of each other.

#### 18. Software Updates

Siemens Healthineers may require Customer to update Siemens Healthineers' proprietary software or the Equipment operating system in order to perform services under this Agreement. Siemens Healthineers reserves the right to provide Customer an EOS Announcement (as defined below) with respect to the Equipment software. In the event the Customer does not update or replace the software in accordance with Siemens Healthineers' direction within twelve (12) months from the EOS Announcement date, Siemens Healthineers may, at its option, (i) cancel this Agreement or (ii) remove any affected Software or Equipment from coverage under this Agreement, with a corresponding adjustment of the annual agreement price. Siemens Healthineers will use commercially reasonable efforts to provide service or parts on a time and materials basis only, at Siemens Healthineers' rates and terms then in effect, for any Software subject to an EOS Announcement. Nothing in this Agreement shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. In the event Customer's failure to update or replace the Equipment software in accordance with this Section results in a service call that could have been avoided by performing such software update or replacement, Siemens Healthineers may invoice Customer for such service call at Siemens Healthineers' rates and terms then in effect.

#### 19. End Of Support

Notwithstanding anything to the contrary contained herein, in the event that Siemens Healthineers makes a general announcement that it will no longer offer service agreements for an item of Equipment, software, or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the Customer, Siemens Healthineers may remove any affected Equipment, software, components, options or features from coverage under this Agreement, with a corresponding adjustment of the Annual Agreement Price. In addition, at the end of this twelve (12) month period, the Customer may either remove the affected Equipment, software, components, options or features from coverage under this Agreement or request that Siemens Healthineers provide service or parts on a time and materials basis only, at Siemens Healthineers' rates and terms then in effect, for any Equipment, software, components, options or features subject to an EOS Announcement.

#### 20. Removal of Equipment from Coverage

Customer may remove Equipment from coverage under this Agreement at any time upon no less than thirty (30) days prior written notice to Siemens Healthineers if the use of the Equipment is permanently discontinued and the Equipment is removed from service. There is no fee for this cancellation. Prorated credit will be issued for any advance payments made by the Customer for the period after the effective date of removal (based on the notice requirement). In addition, if the Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Siemens Healthineers with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days prior written notice to Siemens Healthineers, in which case the Customer shall pay to Siemens Healthineers: (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement); and (ii) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

#### 21. Excluded Provider

Siemens Healthineers certifies that Siemens Healthineers, its employees, agents or representatives providing services hereunder are not suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"). Siemens Healthineers hereby represents and warrants that Siemens Healthineers is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Siemens Healthineers

hereby agrees to promptly notify Customer of any exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Siemens Healthineers is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Siemens Healthineers is in breach of this provision, then Customer may terminate this Agreement upon written notice to Siemens Healthineers.

#### 22. Corporate Compliance

Each of the Parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each Party's compliance program and code of conduct is available upon request.

#### 23. Miscellaneous

This Agreement sets forth the entire agreement and understanding between Siemens Healthineers and Customer regarding service of the Equipment. Customer may not assign this Agreement, or any right or obligation arising out of this Agreement, without the express written consent of Siemens Healthineers, which shall not be unreasonably withheld. This Agreement shall not be modified except by a writing making reference hereto, expressing the plan or intention to modify same, and executed by duly authorized representatives of both parties. Any term or condition contained in a Customer purchase order relating to service supplied hereunder shall be null and void. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to conflicts of law provisions. Each party will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

#### 24. Additional Customer Obligations for Professional Services Agreements (DOES NOT APPLY TO EVERY SERVICE AGREEMENT)

Siemens Healthineers and Customer agree that in the event this Agreement includes the provision of professional services (Bronze/Silver/Gold/Platinum, collectively "Professional Services") as detailed on Exhibit A of this Agreement, the following additional terms shall apply:

In the event of a termination before the expiration of the initial Term of post-installation Professional Services, either for default or in accordance with Section 15. Default and Termination herein, Customer shall pay Siemens Healthineers the full remaining balance for the Professional Services provided hereunder as detailed on Exhibit A of this Agreement.

In the event Customer fails to pay the full remaining balance for the Professional Services as detailed in Section 24 (a) above, Siemens Healthineers reserves the right to disable any and all functionality for the Equipment or software that was developed for Customer as part of the Professional Services detailed in this Agreement.