

MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Legal Name: MANGUM CITY HOSPITAL AUTHORITY
Customer Name: MANGUM REGIONAL MEDICAL CENTER
Address: 1 WICKERSHAM DR
City, State, Zip: MANGUM, OK, 73554

Sold to Customer #: 2498

This Master Equipment and Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment.

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of medical diagnostic equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and purchase of Service (as defined in Section 4(b)). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-reportable-result (CPRR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

4) EQUIPMENT MAINTENANCE AND SERVICE. (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment.

(b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or

alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer. Customer shall provide Siemens 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 to provide services under this Agreement. Remote access will be established through a high-speed internet-based connection to Siemens Data Center utilizing Applicable Equipment requirements. Customer acknowledges Siemens 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 shall have the option to terminate this Agreement.

(c) **SRS Connection.** (a) System Monitoring. Siemens provides services for remote monitoring of certain Siemens Equipment used by Customer and described in a Supplement hereto ("Applicable Equipment"). In connection with such services, Siemens uses certain Smart Remote Services software ("SRS"), a persistent online connection between Siemens or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Siemens 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 shall have the option to terminate this Agreement and any applicable Supplements 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 Section, 'Security Concept' means Siemens IT security concept, which can be found under the following link or which Siemens will send to Customer upon request: <https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services>. '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.

Siemens 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, its affiliates and other companies engaged by Siemens 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 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. 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 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; (iv) Customer shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Siemens 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 IT infrastructure.

(f) SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Siemens does not provide Customer with any warranty or guarantee regarding the availability, performance or quality of the SRS Connection. Siemens 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 shall set up the technical and organizational process for the SRS Connection and IT infrastructure used by Siemens for the establishment of the SRS Connection according to the Security Concept. Siemens shall be entitled to modify and/or update the terms of this Section 4. 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 shall inform Customer of changes by giving Customer at least thirty (30) days' prior written notice. Siemens will provide Customer with access to the updated terms and conditions.

(h) Certification of SRS. The Siemens service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Siemens 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 shall be entitled to suspend the SRS Connection with immediate effect if Customer is in breach of the terms contained herein or if Siemens, 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.

(j) SRS Intellectual Property. Siemens (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.

5) TRAINING. Siemens shall make available and Customer shall attend Siemens' Equipment training course as specified in the Supplement.

6) SHIPPING AND INSTALLATION. (a) Equipment and Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at <https://www.siemens-healthineers.com/en-us/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals.

7) WARRANTY. Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 17 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 19, below) will be responsible to Customer for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

8) RISK OF LOSS AND INSURANCE. (a) Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Equipment. (b) Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain (i) all risk property insurance covering the Equipment up to the replacement cost value, except for ordinary wear and tear and (ii) occurrence form commercial general

liability insurance including contractual liability, with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability. Siemens shall be named as a loss payee on Customer's all risk property insurance policy and an additional insured on Customer's commercial general liability policy. The insurance required herein shall be primary and non-contributory to any insurance maintained by Siemens when responding to Customer's obligation to defend and indemnify Siemens upon request, Customer shall furnish a certificate of insurance certificate evidencing the foregoing insurance coverage. Siemens shall be provided at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered. Failure to maintain the required insurance shall not relieve Customer from any liability or obligation under this Agreement.

9) TITLE TO EQUIPMENT. Siemens is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens or its Assignees. If, however, any Supplement is deemed a lease for purpose of security, Customer hereby grants to Siemens to secure all payments and other obligations of Customer to Siemens under the Supplement, a purchase money security interest in the Equipment covered by such Supplement together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Customer shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment. CUSTOMER AUTHORIZES SIEMENS TO FILE (WITHOUT CUSTOMER'S SIGNATURE), BOTH BEFORE AND/OR AFTER THE DATE OF A SUPPLEMENT AND IN ANY FILING OFFICE(S) THAT SIEMENS DETERMINES APPROPRIATE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

10) TAXES. Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (b) Customer provides Siemens with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

11) PAYMENT. All invoices are due and payable within thirty (30) days of the date of invoice.

12) PRICE ADJUSTMENTS. Siemens may increase the prices for Products as specified in the Supplement.

13) COMPLIANCE. At Siemens' discretion, but no less frequently than annually, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 15(a).

14) SOFTWARE. For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for such open source software available upon request from Customer in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software are provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

15) TERMINATION. (a) Siemens Termination for Default. If Customer Defaults (as defined below) under this Agreement or a Supplement and does not cure such Default within thirty (30) days after Customer has received notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount in Section 15(b).

A Default is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of this Agreement or a Supplement.

(b) Effects of Termination. In the event of a termination under Section 15(a), Customer shall be obligated to pay to Siemens (i) any unpaid principal balance on the Equipment and applicable taxes, as determined by Siemens, plus (ii) all other amounts due and unpaid, plus (iii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iv) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iv) results in any redundancy, Customer will only be responsible for paying each amount one time. Customer shall permit Siemens or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens may deem advisable, and Siemens may be the purchaser at any such sale (if any such notice is required, Siemens and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). Termination pursuant to Section 15(a) does not relieve Customer of any of its obligations under this Agreement or any Supplement including, but not limited to, payment of the Termination Amount in this Section 15(b).

16) CONFIDENTIALITY. Customer and its employees will maintain the confidentiality of any oral or written information disclosed by Siemens, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as

necessary to carry out this Agreement, confidential information will not be disclosed by Customer or its employees to any third party or used by Customer or its employees without the prior written consent of Siemens. Siemens may in the provision of Products and Equipment and performance of its services under the Agreement collect data from Customer associated with installation, validation, and servicing of the Equipment ("Customer Data"). The Customer Data may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). ANY SUCH USE BY SIEMENS OF ANY SUCH CUSTOMER DATA WILL SPECIFICALLY EXCLUDE (I) DISCLOSURE OF ANY SPECIFIC PATIENT IDENTIFICATION OF INFORMATION AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION. For the avoidance of doubt, Siemens does not claim any ownership of Customer Data; however, Customer hereby grants to Siemens the perpetual, non-exclusive, worldwide, irrevocable, royalty-free, unlimited, transferable and within Siemens sub-licensable right to use the Customer Data for lawful purposes such as benchmarking, improvement of Siemens' services and other general commercial services.

17) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer or participant under the particular Supplement by Product line giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE AGREED TO BY SIEMENS), 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 OR ANY SUPPLEMENT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' 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 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 or participant, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, 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. Siemens and Customer each agree 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 or any Supplement, 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 all right and power to defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment or Products, or parts thereof, violates the infringement warranty set forth in the WARRANTY Section herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall, at its own expense, defend or settle such Claim, procure for Customer the right to use the Equipment or Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment and/or Products to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment or Products, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment or Products made available to Customer by Siemens; (ii) Customer's alteration of the Equipment or Products without Siemens' written authorization; (iii) use of the Equipment or Products in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment or Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

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

18) APPLICABLE LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

19) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

20) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

21) PAYMENT OBLIGATION. (a) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any

Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

22) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms of this Agreement shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer's payment or other obligations with respect to Equipment or any of the rights or remedies of Siemens (or any Assignee) with respect thereto. Neither the Agreement or any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties

making specific reference to this Agreement or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void.

23) MISCELLANEOUS. (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW: (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY; (ii) CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF DEEMED APPLICABLE), AND; (iii) CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS' RIGHTS AND REMEDIES HEREUNDER.

(d) Customer and Siemens will send any required notices to the other parties 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.

Siemens and Customer expect to complete Equipment delivery and Equipment go-live (Equipment available for first patient use) by the dates specified in the Supplement to this Agreement, if applicable.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Customer:

By: _____
Name (Print): _____
Title: _____
Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____
Name (Print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

Supplement to Master Equipment and Products Agreement

Product Line: Dimension
Billing Option: Cost Per Test

Legal Name:	<u>MANGUM CITY HOSPITAL AUTHORITY</u>	Group Purchasing Organization:	<u>PREMIER PARTNERS</u>
Customer Name:	<u>MANGUM REGIONAL MEDICAL CENTER</u>	Sold to #:	<u>2498</u>
Address:	<u>1 WICKERSHAM DR</u>		
City, State, Zip:	<u>MANGUM, OK, 73554</u>		

THIS SUPPLEMENT ("Supplement") to the Master Equipment and Products Agreement (the "Agreement") dated _____ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

1) EQUIPMENT. Siemens agrees to lease to Customer, for Customer's use at the address Customer has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

Billing Address (if different from address of the Premises): _____

2) PRODUCTS. Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

3) PRODUCT INVOICING. Customer will be invoiced upon shipment of the Products. Payment is due in accordance with the Payment Section of the Agreement. An early payment discount of one percent (1%) shall be provided to Customer if Customer pays an invoice in full by Electronic Data Exchange within ten (10) days of the date of such invoice.

4) COMMITMENT. The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and training. If so, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing.

5) TERM. This Supplement is effective as of the Supplement Effective Date. The Supplement Term is eighty-four (84) months beginning thirty (30) days after delivery of the Equipment.

6) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens reserves the right to increase the then-current pricing on a periodic basis or as otherwise permitted under the terms of this Supplement. Beginning twelve (12) months after the Supplement Effective Date, Siemens reserves the right on not less than thirty (30) days' written notice to Customer, to adjust pricing on an annual basis in an amount of 5.00% or the United States Department of Labor, Consumer Price Index, All Urban Consumers, whichever is greater.

7) END OF TERM PURCHASE OPTION. If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions provided to Customer by Siemens. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

8) TRAINING. Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available for two years from the date of Equipment delivery.

9) SERVICE. If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.

10) ACCEPTANCE. Formal "Acceptance" of the Equipment shall occur at the time of delivery. Customer shall have a period from the date of installation of the Equipment to the day before the date such Equipment is used to produce a test result that may be used in connection with a patient's diagnosis (but no more than sixty (60) days) to conduct testing for adherence to Equipment specifications. Siemens shall be promptly advised if such testing shows a failure to adhere to such specifications and Siemens shall have sixty (60) days (ninety (90) days for Vista and automation Equipment) to repair the Equipment so that it meets or exceeds such specifications. In the event Siemens fails to so repair or replace the Equipment, Customer may revoke Customer's Acceptance.

11) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the Agreement). If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.



IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

CUSTOMER:

By: _____
Name (print): _____
Title: _____
Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____
Name (print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

Attachment A

Quote #: CPQ-1007502-6
Approved: 03/27/2024

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 90 days of Approved date above.

Legal Name:	MANGUM CITY HOSPITAL AUTHORITY	Purchasing Group:	PREMIER PARTNERS
Customer Name:	MANGUM REGIONAL MEDICAL CENTER	Sold to #:	2498
Product Line:	Dimension		

Total annual minimum Commitment Amount:	\$ 75,930.49
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(Remainder of page intentionally left blank.)

THIS PROPOSAL CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF SIEMENS HEALTHINEERS, INCLUDING PRICING INFORMATION. THIS INFORMATION SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SIEMENS HEALTHINEERS, EXCEPT CUSTOMER MAY SHARE SUCH INFORMATION WITH ITS AUDITORS, COUNSEL AND DESIGNATED PRIMARY GROUP PURCHASING ORGANIZATION IN THE ORDINARY COURSE OF BUSINESS, PROVIDED SUCH PARTIES HAVE AGREED TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION.