

Accurate as of October 29, 2021

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<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>



Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

ARxIUM, Inc.

MMCAP Infuse Master Agreement: MMS2100570

Prepared on October 6, 2021

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PREFIX A
<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>
Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee:** Means one-tenth of a percent (0.1%) of the pricing on all contracted items.
2. **Agreement:** Means the resulting Master Agreement that is reached between MMCAP Infuse and the Vendor.
3. **Authorized Technology Providers:** Refers to Diebold-Nixdorf; the Vendor's sole provider of on-site service and support.
4. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Products and Services to MMCAP Infuse and its Membership as set forth on **Attachment A** and any subsequent amendment to this Agreement.
5. **Contract(ed) Items:**
 - A. **Products:** Means all products, including any software and/or database items, offered by the Vendor in this Agreement, which is identified in **Attachment A**.
 - B. **Services:** Means all installation and maintenance the Vendor provides in support of the Products.
6. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
7. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
8. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
9. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
10. **Onboarding Forms:** Members wishing to make purchases pursuant to this agreement should complete **Attachment D** as well as prepare a purchase order specifying what Contracted Items are being purchased.
11. **Order Form:** Means the document or electronic platform Member utilizes to obtain Contracted Items.
12. **Primary Account Representative:** Eyal Pertman, Sales Executive, epertman@arxium.com, (847)808-2600 x6204
13. **State:** Means one of the recognized fifty (50) states of the United States of America.
14. **Subcontractor:** Any third-party the Vendor utilizes to provide and/or fulfill any Contracted Item. For any technology, database, and software related Contracted Items, the Vendor can only use the Authorized Technology Providers as a third-party.

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AGREEMENT FOR MMCAP INFUSE NO. MMS2100570

THIS Agreement is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and ARxIUM, Inc., a corporation with an address of 1400 Busch Parkway, Buffalo Grove, IL 60089 (“**Vendor**”).

Agreement Term:

1. **Effective Date:** October 15, 2021, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** October 14, 2026.
3. The Agreement Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A:** Definitions
2. **Attachment A:** Contract Pricing
3. **Attachment B:** Reserved
4. **Attachment C:** Reserved
5. **Attachment D:** Equipment Purchase and Software License Agreement
6. **Attachment E:** Required Reporting
7. **Attachment F:** MN Statutory Language
8. **Attachment G:** Customer Escalation Guidelines

ARTICLE I
PRICING AND CHANGES

- 1.1 **Notices.** All notices under this Article must be sent to: MMCAP_Infuse.Contracts@state.mn.us.
- 1.2 **Direct Pricing:** All Contract Pricing must come from the Vendor; if the Vendor subcontracts any Contracted Item to a Subcontractor, the Vendor will manage the invoicing and receipts from the Subcontractor(s) and the Member will not be invoiced directly by the Subcontractor. The Vendor will not assess any fees or costs to the Member for this arrangement.
- 1.3 **Individual Member Costs.** Due to the individuality and customization that occurs for the Contracted Items for each Member’s circumstances, the Member and Vendor will discuss and negotiate directly the final costs and scope each individual project and memorialize in an Order Form. The final agreed upon costs will be reported to MMCAP Infuse as outlined in **Attachment E**.
 - A. **Change Orders.** Changes to the Order Form must be agreed upon and in writing.
- 1.4 **Contract Pricing Changes:** All changes to the Contract Pricing must be mutually agreed upon and in writing.
 - A. After the initial term of the Agreement, a price increase may be allowed based upon a demonstrable industrywide increase in the Vendor’s costs based on the Consumer Price Index (“**CPI**”) and Manufacturing Price Index (“**MPI**”). Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed ten percent (10%) for any commodity/service over the life of the Agreement unless approved in writing by MMCAP Infuse. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and will not exceed five (5) percent in any one year term.
 - B. Price decreases can be amended into the Agreement at any time. During the life of the Agreement, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices or discounts better than those stated in the Agreement must be given promptly to the entities eligible to purchase from the Agreement.
- 1.5 **Member Fees.** In the event a Member requires a fee, assessment, and/or additional costs in addition to the Contract Pricing; those fees, assessments, and/or additional costs must be added on top of the Contract Pricing and/or an adjustment to the discounts must be made so the Vendor does not absorb the fee. Vendor must not pay a Member levied fee without first collecting the fee through increased Contract Pricing for the applicable Member. The fees will be set aside and paid to the Member as detailed in a form provided and approved by MMCAP Infuse.
- 1.6 **Product Discontinuation.** If the Vendor assigns, discontinues, or deletes a Contract Item during the Agreement, Vendor must provide written notice to MMCAP Infuse at least sixty (60) days prior.
- 1.7 **Product Recalls.** If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor, then Vendor will promptly notify MMCAP Infuse and the affected Members within three (3) days. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with each Member. Members will not incur incidental costs for Product returns related to recalls and

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Vendor will issue credit for recalled Product which shall be calculated on a straight-line basis over a five (5) year period beginning on the start date of the warranty period of each recalled Product.

- 1.8 **Changes to Authorized Technology Providers:** Changes to Authorized Technology Providers must be approved in writing by MMCAP Infuse as an amendment to this Agreement. If a Member has to modify, adopt, and/or transition a Contracted Item(s) as a result of a change to the Authorized Technology Provider list, the Vendor will cover all costs and expenses (including early buyout requirements from previous Authorized Technology Providers) associated with the transition.

ARTICLE II PAYMENT, ORDERS, AND INSTALLATION/DELIVERY

- 2.1 **Conditions of Payment.** All Contract Items provided by the Vendor under this Agreement must be performed in accordance with this Agreement and the associated Order Form, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work that does not comply with the requirements of this Agreement and the associated Order Form or work performed in violation of federal, state, or local law.
- 2.2 **Payment Method.** Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution.
- 2.3 **Federal Funds.** Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.
- 2.4 **Orders.** As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. Each Member will be responsible for payment for Contracted Items to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member. Vendor agrees to invoice the Members as established in this Agreement.
- A. The use of a Contracted Item obtained via an Order Form constitutes acceptance of the Contracted Item. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the cost of administrative handling to the Vendor.
- B. The Vendor will not require a Member to enter into an order form or alternative agreement with any Subcontractor.
- 2.5 **Termination of Individual Orders.** Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:
- A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contracted Items to be purchased under the Order Form;
- B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Contract Items under the Order Form are prohibited, or the Member is prohibited from paying for the Contracted Items from the planned funding source; or
- C. Vendor commits any material breach of this Agreement or Order Form.
- Upon receipt of written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.
- 2.6 **Jurisdiction and Venue of Orders.** Upon completion of the Dispute Resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.
- 2.7 **Shipment for Products.** Vendor must distribute and deliver the Contracted Items covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse. Delivery for Products under this Agreement shall be FOB Destination, freight prepaid is allowed, unless otherwise agreed to by Vendor and Member. Vendor will not add any fuel or additional surcharges to the purchase under this Agreement for Members located within the continental United States. Additional shipping charges may apply to Members located in Alaska and Hawaii which will be quoted by Vendor upon completion of Attachment D.
- A. **Hazardous Materials:** Vendor will only ship hazardous materials as allowed by the appropriate government regulations.
- B. **Damaged Products:** All damaged Products will be reported to Vendor's customer service department and applicable credits will be issued within fifteen (15) days from date of notification of the damaged item.

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- C. **Lost Products:** All lost Products will be reported to Vendor's customer service department. Vendor will issue credit within fifteen (15) days of notification of lost Product; alternatively, re-shipment of missing Product will occur within seven (7) days of notification.
- D. **No Minimum Order Requirements:** During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.
- E. **Special Conditions for Products:** If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be at the expense of the Vendor.
- 2.8 **Installation of Products.** The Member and Vendor will be in accordance to the Order Form. If the Vendor (or its Subcontractors) need to perform work outside the agreed upon parameters in the Order Form, the Vendor must obtain prior written approval from the Member. The Vendor will be responsible for fixing and covering the costs for any damage and contingencies not addressed and described in the Order Form; at minimum any repairs will be at "as was" condition before the Vendor (or Subcontractors) started the installation. The Vendor will adhere to the local laws and requirements applicable to the Member while installing.
- A. **Technology:** The Vendor will discuss with and work in good faith with the Member to navigate the Information Technology (IT) standards and requirements for the applicable Member.
- 2.9 **Performance of Services.** Performance of Services, including maintenance support (escalation guidelines can be found at **Attachment G**), will be in accordance with **Attachment D** and the Order Form.
- 2.10 **Failure to Provide Service.** If Vendor fails to provide the Services as set forth in this Agreement or any Order Form, Member may obtain the same or equivalent Service through an alternative Authorized Service Provider as that term is defined in the Order Form. If an Authorized Service Provider cannot provide Member the Services required, the Member may obtain the Service from an MMCAP Infuse vendor or on the open market, including retail, for the period in which the Vendor is unable to provide the Service. The Vendor will reimburse for any additional costs (including shipping and third-party fees) over the Contract Pricing of this Agreement sustained by Member via a credit within thirty (30) days of receipt of the claim.
- 2.11 **Invoicing.** Vendor will submit an invoice with each order.
- A. **Invoice Fields:** At a minimum, Vendor's invoice will contain the following fields:
- Member name and Vendor-assigned account number for the Member;
 - Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);
 - Bill to and ship to/installation address;
 - Invoice date;
 - Date of performance/delivery of the line item;
 - Vendor's item number, Contracted Item name/description
 - Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
- B. **Invoice Rounding:** Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.
- C. **Invoice Disputes:** Member will notify Vendor of any known dispute with an invoice within fifteen (15) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Contract Pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices.
- In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.
 - In the event applicable state law mandates retainage by a Member, such retainage shall be exercised only to the extent expressly set forth in the applicable statute.
- 2.12 **Payment Terms.** Unless otherwise stated in the Order Form, Member will make payment to Vendor within thirty (30) days of receipt of the invoice.
- 2.13 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.
- A. Vendor credits are valid until they are refunded or the account has used payment.

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- B. In the event of a facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
- C. If directed by a Member, a credit can be transferred from one account to another account.
- D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.
- E. Vendor's credit memo will contain, but is not limited to the following information:
 - i. original order number and invoice number;
 - ii. itemized listing of the Contract Items affected;
 - iii. any new invoices associated with the credit; and
 - iv. Net credit amount available to the Member.

2.14 **Price Audits and Corrections.** In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

ARTICLE III TERMINATION, CANCELLATION, AND REMEDIES

- 3.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the Vendor.
- 3.2 **Termination for Cause.** Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon receiving, the other party has thirty (30) days to cure the defects. Upon the thirty (30) days, the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.
- 3.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Contracted Items covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Contracted Items that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for Contracted Items satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.
 - A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels enough to pay for the Contracted Items.
- 3.4 **Force Majeure.** A party will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- 3.5 **Breach.** In the event of a breach of this Agreement, MMCAP Infuse and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from Minnesota's vendor list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.
- 3.6 **Failure to Perform.** Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor:
 - A. Reports. In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor will pay the following to MMCAP Infuse: \$500/day, until resolved.
 - B. Late Administrative Fee Payments: As provided for in statute for late payments to the State of Minnesota.
 - C. Notices and Signatures. If the Vendor fails to provide notice or signature as provided for in this Agreement, the Vendor will pay the following to MMCAP Infuse: \$200/day, until resolved.
 - D. Adding and Removing Members. Every time the Vendor fails to meet the timeline requirements in this Agreement to add or remove a Member's eligibility to purchase Contracted Items, Vendor will pay MMCAP Infuse \$1,500/per violation.
 - E. Application of Fees. The application of the amounts herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP Infuse or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are

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not penalties, but rather seek to make MMCAP Infuse and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.

- 3.7 **Dispute Resolution.** Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.
- A. **Notification.** Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days.
 - B. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.
 - C. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor.
 - D. **No Waiver.** This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

ARTICLE IV MEMBERSHIP

- 4.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Contracted Items, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition. Vendor's documents and/or procedure for implementing and transitioning Members to this Agreement is set forth on **Attachment D**.
- 4.2 **Membership Listing.** MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Agreement Term.
- A. **New Members.** New Members will have access to view the Agreement via the MMCAP Infuse website. As new Members are added, MMCAP Infuse will provide Vendor with monthly e-mail notices announcing a new Membership list has been posted.
 - B. **Removing Members.** Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.
- 4.3 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: MMCAP_Infuse.Contracts@state.mn.us.
- 4.4 **Member Attachment.** Vendor will ensure Members are attached to the Agreement for all Contracted Item purchases made by Member. Upon request of MMCAP Infuse, Vendor must verify only the Membership has access to the Contract Pricing and Contracted Items. Failure to do may result in immediate termination.
- 4.5 **Membership Customer Service.** Vendor will provide customer service and sales personnel for assistance, inquiries, and new account set-up.
- A. Members may contact Vendor's sales department by phone at (847)808-2600 x6204, or by email at epertman@arxium.com.
 - B. Members may contact Vendor's customer service by phone at (800) 477-2750, or by email at support@arxium.com.
 - C. Vendor's customer service will be available 24 hours a day, 7 days a week, 365 days per year.
 - D. Vendor will not have customer service center calls outside the participants of the United States-Mexico-Canada Agreement (USMCA).
 - E. Vendor's customer service will assist with providing instruction and tracking account setup.
 - F. Vendor's customer service and sales teams will follow up on inquiries in a reasonable timeframe.
- 4.6 **Business Interruption Plan.** Vendor must have an emergency preparedness and business continuity plan. Vendor is required to ensure all Vendor hosted IT related Contracted Items have at least one identical contingency. For Vendor-hosted Contracted Items, the Vendor will restore any lost information and IT as it was before the interruption at no cost to the Member. For Member-hosted Contract Items, Vendor shall assist Member in setting up backups and, in the event of lost information, Vendor shall assist Member in restoring lost information and Contracted Items as it was before the interruption in accordance with the warranty or support plan Member is entitled to by contractual agreement.
- 4.7 **Non-Solicitation.** During the term of this Agreement, Vendor will not solicit any Members or prospective Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products and services offered in this Agreement without MMCAP Infuse's prior written consent. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products and Services covered by this Agreement.

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- 4.8 **MPA.** In order to use this Agreement, some Members require jurisdiction-specific paperwork or contract language. Vendor may be required to review an MMCAP Infuse MPA, as an addendum to this Agreement to provide for laws specific to a state or local jurisdiction, or for state specific technology integration requirements. If these circumstances exist, the Vendor will work with MMCAP Infuse and Member to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting location and will not affect the rights of the other Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named Member. When the specific terms are agreeable to the Vendor and the Member, the MPA will be presented by MMCAP Infuse to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that Member. No verbal or written instructions from Members, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP Infuse.
- A. Items covered in Equipment Purchase and Software License Agreement (**Attachment D**), do not need to be incorporated into an MPA.

ARTICLE V

AGREEMENT MANAGEMENT

- 5.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP Infuse's needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:
- A. Proper maintenance and management of the Agreement, including timely execution of all amendments.
- B. Timely response to all MMCAP Infuse inquiries.
- C. Performance of the business review as described in Paragraph 5.2.
- D. Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.
- 5.2 **Business Reviews.** Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

ARTICLE VI

WARRANTS, COVENANTS, AND DUTIES OF VENDOR

- 6.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.
- 6.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse.
- 6.3 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to MMCAP Infuse if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- A. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.
- 6.4 **Warranties.** Once a Contracted Item has been installed in accordance with an Order Form, the Vendor will provide a complete warranty of the Contracted Item for one (1) year at no cost to the Member.
- 6.5 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse and Members' agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:

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- A. Intentional, willful, or negligent acts or omissions;
 - B. Fraud and/or deceit;
 - C. Actions that give rise to strict liability;
 - D. Breach of contract;
 - E. Breach of warranty;
 - F. Violations of federal, state, or local laws, orders, and/or policies;
 - G. Employees or Subcontractors' criminal and civil claims; and/or
 - H. Failure to pay fees, charges, expenses, taxes, or other debts to third parties.
- 6.6 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

ARTICLE VII

ADMINISTRATIVE FEE AND REPORTING

- 7.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all Contracted Items under this Agreement.

- A. Vendor must provide Administrative Fee data to MMCAP Infuse within fifteen (15) business days after the end of each calendar month in which a Member is invoiced by Vendor. For clarity between the parties, once the Vendor invoices a Member, that information is considered a reportable set of data. Once the data is submitted, the Administrative Fee must be paid within ninety (90) days. The Vendor will submit a check payable to:

Financial Management & Reporting – MMCAP Infuse
50 Sherburne Avenue, Suite 309
St. Paul, MN 55155

- B. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

- 7.2 **Reporting.** The Vendor must submit a monthly (1) administrative fee data report and (2) sales data report.

- A. **Administrative Fee Data Report:** The monthly administrative fee data report must contain the fields detailed below and the sales data report requirements can be found on **Attachment E**. All administrative fee data reports must be sent to: mmcap.infuse@state.mn.us at the end of each month, but no later than thirty (30) days after the end of the month. The Vendor will provide a dedicated person.

- i. Administrative Fee Data Report fields:

- a. MMCAP Infuse Assigned Number (As applicable)
- b. MMCAP Infuse Assigned Manufacturer Number (ARxIUM = 20206)
- c. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- d. Invoice Date (Point of Sale Date)
- e. Invoice Number
- f. MMCAP Infuse Member
- g. Vendor's Account Number for the MMCAP Infuse Member
- h. MMCAP Infuse Member DEA Number, if applicable
- i. MMCAP Infuse Member HIN Number, if applicable
- j. MMCAP Infuse Member Address
- k. MMCAP Infuse Member City
- l. MMCAP Infuse Member State
- m. Product Item Code
- n. Product Description
- o. Credit Indicator (C = credit)
- p. Contracted Units (The number of units purchased on contract.)
- q. MMCAP Infuse Contracted Unit Price
- r. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.001))
- s. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars)
- t. Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

- ii. Sales Data Usage Reports: Vendor will supply to MMCAP Infuse monthly sales data on or before the tenth (10th) day of the subsequent calendar month. The report must include Contracted Item dollar spend amount sorted in descending order and grouped by the Contracted Item category. Also, the report MUST include the information set forth on **Attachment E**.

Accurate as of October 29, 2021

The most current version

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>**ARTICLE VIII
INTELLECTUAL PROPERTY**

- 8.1 **MMCAP Infuse Ownership.** MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.
- 8.2 **Vendor Ownership.** Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor grants to MMCAP Infuse a limited, personal, non-exclusive, non-transferable, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Agreement solely for the benefit of MMCAP Infuse and its Members during the term of the Agreement and for MMCAP Infuse archival purposes only following the end of the Agreement.
- 8.3 **Pre-Existing Intellectual Property.** MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, non-exclusive, non-transferable, personal, and limited license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.
- 8.4 **Vendor Obligations.** The Vendor must perform all acts, and take all steps necessary to ensure that all intellectual property rights created for and paid for by MMCAP Infuse or Member and are not based on pre-existing intellectual property of the Vendor are the sole property of MMCAP Infuse or Member, and that neither Vendor nor its employees, agents, or Subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities provided they are not modified in any way by MMCAP Infuse or Member.
- 8.5 **Intellectual Property Indemnification.** The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at MMCAP Infuse's discretion, either procure for MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law. Notwithstanding the foregoing, if MMCAP Infuse or Member modify Vendor's Contracted Items or intellectual property in any way without the express written consent of Vendor ("Unauthorized Modification"), then Vendor shall have no obligation to indemnify MMCAP Infuse or Member to the extent any claim of infringement is caused by such Unauthorized Modification.
- 8.6 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any Subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- A. **Marketing.** Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.
- B. **Endorsement.** The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

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<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>**ARTICLE IX
INSURANCE**

- 9.1 **Notice.** The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 9.2 **Additional Insurance Conditions.**
- A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;
 - B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;
 - C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
 - D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
 - E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
 - F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and
 - G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.
- 9.3 **Coverage.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the Subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
 - i. \$100,000 – Bodily Injury by Disease per employee
 - ii. \$500,000 – Bodily Injury by Disease aggregate
 - iii. \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation statutory requirements, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.
 - B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a Subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:
 - i. \$5,000,000 – per occurrence
 - ii. \$5,000,000 – annual aggregate
 - iii. \$5,000,000 – annual aggregate – Products/Completed Operations
 - iv. The following coverages shall be included:
 - a. Premises and Operations Bodily Injury and Property Damage
 - b. Personal and Advertising Injury
 - c. Blanket Contractual Liability
 - d. Products and Completed Operations Liability
 - e. MMCAP Infuse named as an Additional Insured, to the extent permitted by law
 - C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to

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confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence
 - ii. \$2,000,000 – annual aggregate
- D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:
- i. \$2,000,000 – per occurrence
 - ii. \$2,000,000 – annual aggregate

ARTICLE X GENERAL TERMS

- 10.1 **Notices.** If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by email. For the vendor it will be: contracts@arxium.com and MMCAP Infuse: MMCAP_Infuse.contracts@state.mn.us. Either party must notify the other of a change in address for notification purposes.
- 10.2 **Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales to a Member.
- A. Invoice and Pricing Audit. MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.
 - B. Costs. Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.
- 10.3 **Assignment.** The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.
- 10.4 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 10.5 **Order of Precedence.** Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, Order Forms, website use of terms, Offer Letters, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the terms of this Agreement and the Equipment Purchase and Software License Agreement (**Attachment D**) conflict, this Agreement will supersede. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.
- 10.6 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.
- 10.7 **Severability.** If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding, and will be fully performed.
- 10.8 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 10.9 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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The most current version

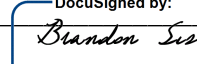
VENDOR: ARxIUM, Inc.

The Vendor certified that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

STATE OF MINNESOTA FOR MMCAP INFUSE


In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Marcus Owen-Hicks
Signature: 
Title: Vice-President, Sales
Date: October 7, 2021

Name: DocuSigned by: Brandon Sis
Signature: 
Date: 10/8/2021

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Michelle Korpela
Signature: 
Date: 10/12/2021

ATTACHMENT A
 Accurate as of 11/19/2021
 Contract Pricing

Automated Dispensing Cabinet base unit and common packages	Product code (UNSPSC, NIGP, manufacturer product number, other)	General Product Description http://www.mmd.admin.state.mn.us/MGCP/GeneralProductDescription.aspx	Catalog Price	Discount from Catalog price
ARi Analytics and Reporting Platform				
ARi*	ARISLFP-O	ARi - Analytics and Reporting Platform - Site License (First Product Line) - On-Site Implementation with 2 days of On-site Training	\$ 12,000.00	17%
ARi*	ARISLFP-R	ARi - Analytics and Reporting Platform - Site License (First Product Line) - Remote Implementation with 2 days of Remote Training	\$ 7,300.00	15%
ARi*	ARISLAP	ARi - Analytics and Reporting Platform - Site License (Additional Product Line) - Remote Implementation	\$ 4,700.00	15%
ARi*	ARITRAIN-O	Customer Training - ARi - Analytics and Reporting Platform, 2 days, On-site	\$ 8,000.00	0%
ARi*	ARITRAIN-R	Customer Training - ARi - Analytics and Reporting Platform, 2 days, Remote	\$ 2,500.00	0%
ARi*	SVARISLFP-1	Phone Support and Annual License Fee - 24/7 - ARi (First Product Line - 1st Year Only - Special Promotion)	\$ 3,000.00	33%
ARi*	SVARISLFP	Phone Support and Annual License Fee - ARi - 24/7 (First Product Line)	\$ 3,000.00	0%
ARi*	SVARISLAP	Phone Support and Annual License Fee - ARi - 24/7 (Additional Product Line)	\$ 2,500.00	0%
* above discounts are a time limited promotion for new software product				
MedSelect™ Automated Dispensing Cabinets				
ADC - MedSelect Resource Data Center	MRDCR	MedSelect Resource Data Center, Rack Server (Oracle license not included)	\$ 15,000.00	15%
ADC - MedSelect Resource Data Center	MRDCT	MedSelect Resource Data Center, Tower Server (Oracle license not included)	\$ 14,000.00	15%
ADC - MedSelect Resource Data Center	MRDCV	MedSelect Resource Data Center, Virtual Server (no licenses included)	\$ 6,500.00	15%
ADC - MedSelect Resource Data Center	MSCAN	MedSelect AWS/CT Scanner Module	\$ 1,200.00	15%
ADC - MedSelect Resource Data Center	MNWS	MedSelect Nursing WorkStation (terminal)	\$ 3,500.00	15%
ADC - MedSelect Resource Data Center	MAWS	MedSelect Administrator's WorkStation (terminal)	\$ 5,000.00	15%
ADC - MedSelect Cabinets	MDT	MedSelect Display Terminal	\$ 9,000.00	15%
ADC - MedSelect Cabinets	MFD5	MedSelect Flex Drawer Module - 5 Drawer	\$ 13,000.00	15%
ADC - MedSelect Cabinets	MFD4	MedSelect Flex Drawer Module - 4 Drawer	\$ 11,500.00	15%
ADC - MedSelect Cabinets	MFD3	MedSelect Flex Drawer Module - 3 Drawer	\$ 10,000.00	15%
ADC - MedSelect Cabinets	MFD2	MedSelect Flex Drawer Module - 2 Drawer - DM Base	\$ 8,500.00	15%
ADC - MedSelect Cabinets	MFCDM	MedSelect Flex Compact Drawer Module	\$ 6,800.00	15%
ADC - MedSelect Cabinets	MFUDM	MedSelect Flex Unit Dose Module	\$ 12,000.00	15%
ADC - MedSelect Cabinets	MFSTM	MedSelect Flex Tower Module	\$ 14,000.00	15%
ADC - MedSelect Cabinets	MFCITM2	MedSelect Flex Integrated Tower Module - 2 Drawer (1CDM)	\$ 22,000.00	15%
ADC - MedSelect Cabinets	MFCITM4	MedSelect Flex Integrated Tower Module - 4 Drawer (2CDM)	\$ 26,000.00	15%
ADC - MedSelect Cabinets	MFSCM	MedSelect Flex Supply Cabinet Module	\$ 6,500.00	15%
ADC - MedSelect Cabinets	MELM	MedSelect External Lock Module	\$ 850.00	0%
ADC - MedSelect Cabinets	MELC	MedSelect Electronic Lock Controller	\$ 750.00	0%
ADC - MedSelect Cabinets	MRPK	MedSelect Receipt Printer Kit	\$ 600.00	15%
ADC - MedSelect Cabinets	MFRPKI	MedSelect Flex Receipt Printer Kit - Field Installed	\$ 800.00	15%
ADC - MedSelect Cabinets	MLPK	MedSelect Label Printer Kit	\$ 950.00	15%
ADC - MedSelect Cabinets	MFLPK	MedSelect Flex Label Printer Kit (1 case of labels included)	\$ 1,000.00	15%
ADC - MedSelect Cabinets	MCT	Centrack Flex Terminal (with Software)	\$ 16,500.00	15%
ADC - MedSelect Cabinets	MFSIAF	MedSelect Flex Single Item Access - Factory Installed	\$ 4,500.00	15%
ADC - MedSelect Cabinets	MFOHSPD	MedSelect Flex Seismic Mount Option (per module)	\$ 1,000.00	15%
ADC - MedSelect & Related Software	MNWSA	MedSelect Nurses Workstation Site License	\$ 30,000.00	0%
ADC - MedSelect & Related Software	MNWSL	MedSelect Nursing WorkStation License	\$ 2,000.00	0%
ADC - MedSelect & Related Software	MAWA	MedSelect Administrator's WorkStation Site License	\$ 15,000.00	0%
ADC - MedSelect & Related Software	MAWU	MedSelect Administrator's WorkStation - Upgrade from Standalone to Site License	\$ 2,542.00	0%
ADC - MedSelect & Related Software	MMOF	MedSelect MedOrder Configuration	\$ 430.00	0%
ADC - MedSelect & Related Software	MSLF	MedSelect SupplyList Configuration	\$ 365.00	0%
ADC - MedSelect & Related Software	MCTS	Centrack Software, No Purchased Terminal	\$ 9,500.00	0%
ADC - MedSelect & Related Software	MOLS	Oracle License - Standard License	\$ 4,000.00	0%

ADC - MedSelect & Related Software	MOLE	Oracle License - Enterprise License Add-on as of October 29, 2021	\$ 36,000.00	0%
ADC - MedSelect Services	MCON	MedSelect Consulting and Professional Services The first current version	\$ 200.00	0%
ADC - MedSelect Services	MFMOB	MedSelect Flex MedOrder Interface Bundle http://www.fultoncountyga.gov/MyCAP/Contracts/Default.aspx	\$ 20,000.00	0%
ADC - MedSelect Services	MFIFB	MedSelect Flex Premium Interface Bundle	\$ 45,000.00	0%
ADC - MedSelect Services	MFADT	MedSelect ADT Interface	\$ 5,000.00	0%
ADC - MedSelect Services	MRTBI	MedSelect Billing/Inventory Interface	\$ 5,000.00	0%
ADC - MedSelect Services	MFMOI	MedSelect Medication Order Interface	\$ 5,000.00	0%
ADC - MedSelect Services	MRPI	MedSelect Replenishment Interface	\$ 5,000.00	0%
ADC - MedSelect Services	MFRI	MedSelect Formulary Interface	\$ 5,000.00	0%
ADC - MedSelect Services	MSFNCT	MedSelect Flex New Customer Training	\$ 30,000.00	0%
ADC - MedSelect Services	MSTRAIN1	Customer Training - MedSelect, 1 day at Customer Site (Instructor T&E included)	\$ 5,250.00	0%
ADC - MedSelect Services	MSTRAIN2	Customer Training - MedSelect, 2 days at Customer Site (Instructor T&E included)	\$ 7,000.00	0%
ADC - MedSelect Services	MSTRAIN3	Customer Training - MedSelect, 3 days at Customer Site (Instructor T&E included)	\$ 8,750.00	0%
ADC - MedSelect Services	MSTRAIN4	Customer Training - MedSelect, 4 days at Customer Site (Instructor T&E included)	\$ 10,500.00	0%
ADC - MedSelect Services	MSTRAIN5	Customer Training - MedSelect, 5 days at Customer Site (Instructor T&E included)	\$ 12,500.00	0%
ADC - MedSelect Services	MSTRAINX	Customer Training - Extra Attendee, MedSelect, at ARxIUM Training Facility (T&E included)	\$ 4,500.00	0%
ADC - MedSelect Services	MSSUT	Customer Training - MedSelect Pharmacy Super User, 2 attendees, 3 days at ARxIUM Training Facility	\$ 15,000.00	0%
ADC - MedSelect Services	MSOAT	Customer Training - MedSelect System Administrator, 2 attendees, 3 days at ARxIUM Training Facility	\$ 15,000.00	0%
ADC - MedSelect Services	MSNRT	Customer Training - Nurse Resource, 2 attendees, 2 days at ARxIUM Training Facility	\$ 12,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MRDCRU	MedSelect Resource Data Center, Rack Server Upgrade (Oracle license not included)	\$ 15,000.00	0%
ADC - MedSelect Upgrades & Add-ons	MRDCTU	MedSelect Resource Data Center, Tower Server Upgrade (Oracle license not included)	\$ 15,000.00	0%
ADC - MedSelect Upgrades & Add-ons	MRDCVU	MedSelect Resource Data Center, Virtual Server Upgrade (Oracle license not included)	\$ 10,000.00	0%
ADC - MedSelect Upgrades & Add-ons	MBGR	MedSelect Badge Reader	\$ 500.00	0%
ADC - MedSelect Upgrades & Add-ons	MCR	MedSelect Card Reader	\$ 450.00	0%
ADC - MedSelect Upgrades & Add-ons	MBRK	MedSelect Biometric Fingerprint Reader	\$ 750.00	0%
ADC - MedSelect Upgrades & Add-ons	MSCN	MedSelect Scanner Module - DT Scanner	\$ 800.00	0%
ADC - MedSelect Upgrades & Add-ons	MFMONKIT	MedSelect DT 17" Monitor Replacement Kit	\$ 1,150.00	0%
ADC - MedSelect Upgrades & Add-ons	MDTUA	MedSelect Dispensing Station Upgrade with Scanner & Biometrics	\$ 5,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MDTU	MedSelect Dispensing Station Upgrade w/o Scanner & Biometrics	\$ 4,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MCTUPCMS	MedSelect Centrack Station Upgrade with CPU, 19" Monitor, Scanner	\$ 7,000.00	0%
ADC - MedSelect Upgrades & Add-ons	MCTUMS	MedSelect Centrack Station Upgrade with 19" Monitor, Scanner, No CPU	\$ 5,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MDTW10-S	MedSelect Windows 10 Upgrade - No CPU (for DT)	\$ 1,100.00	0%
ADC - MedSelect Upgrades & Add-ons	MDTW10	MedSelect Windows 10 CPU Replacement (for DT)	\$ 3,000.00	0%
ADC - MedSelect Upgrades & Add-ons	MFSIAI	MedSelect Flex Single Item Access Upgrade - Installed Unit	\$ 6,800.00	0%
ADC - MedSelect Upgrades & Add-ons	MFDAIA	MedSelect Flex "A" Drawer Assembly Upgrade - Installed Unit	\$ 3,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MFDAIB	MedSelect Flex "B" Drawer Assembly Upgrade - Installed Unit	\$ 2,700.00	0%
ADC - MedSelect Upgrades & Add-ons	MFDAIC	MedSelect Flex "C" Drawer Assembly Upgrade - Installed Unit	\$ 2,400.00	0%
ADC - MedSelect Upgrades & Add-ons	MFDAID	MedSelect Flex "D" Drawer Assembly Upgrade - Installed Unit	\$ 3,500.00	0%
ADC - MedSelect Upgrades & Add-ons	MFMOU	MedSelect MedOrder Software Upgrade	\$ 1,000.00	0%
MedSelect Support & Annual License Fees**	SVCMSAWS	Phone Support and Annual License Fee - 24/7 - MedSelect - Administrator's Workstation	\$ 550.00	0%
MedSelect Support & Annual License Fees**	SVLMSAWS	Annual License Fee - MedSelect - Administrator's Workstation	\$ 250.00	0%
MedSelect Support & Annual License Fees**	SVCMSAWSITE	Phone Support and Annual License Fee - 24/7 - MedSelect - Administrator's Workstation - Site License	\$ 1,650.00	0%
MedSelect Support & Annual License Fees**	SVLMSAWSITE	Annual License Fee - MedSelect - Administrator's Workstation Site License	\$ 750.00	0%
MedSelect Support & Annual License Fees**	SVCMSNWS	Phone Support and Annual License Fee - 24/7 - MedSelect - Nurse Workstation (NWS)	\$ 270.00	0%
MedSelect Support & Annual License Fees**	SVLMSNWS	Annual License Fee - MedSelect - Nurse Workstation (NWS)	\$ 180.00	0%
MedSelect Support & Annual License Fees**	SVCMSNWS10	Phone Support and Annual License Fee - 24/7 - MedSelect - Nurse Workstation (NWS) - 10 Licenses	\$ 1,800.00	0%
MedSelect Support & Annual License Fees**	SVLMSNWS10	Annual License Fee - MedSelect - Nurse Workstation (NWS) - 10 Licenses	\$ 1,200.00	0%
MedSelect Support & Annual License Fees**	SVCMSCT-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Centrack Flex Terminal (with Software)	\$ 1,250.00	0%
MedSelect Support & Annual License Fees**	SVCMSCT-PH	Phone Support and Annual License Fee - 24/7 - MedSelect - Centrack Flex	\$ 730.00	0%
MedSelect Support & Annual License Fees**	SVLMSCT	Annual License Fee - MedSelect - Centrack	\$ 330.00	0%
MedSelect Support & Annual License Fees**	SVCMSSCAN-PR	Equipment Support - MedSelect - Premium Service, 24/7 - AWS/CT Scanner	\$ 275.00	0%

MedSelect Support & Annual License Fees**	SVCMSSCAN-PH	Phone Support - MedSelect - 24/7 - AWS/CT Scanner	\$ 83.00	0%
MedSelect Support & Annual License Fees**	SVCMSEX	Phone Support and Annual License Fee - 24/7 - MedSelect - Examiner Reporting Kit	\$ 121.00	0%
MedSelect Support & Annual License Fees**	SVCMSEX-2021	Phone Support and Annual License Fee - 24/7 - MedSelect - Examiner Reporting Kit - 2021	\$ 1,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSEX-2022	Phone Support and Annual License Fee - 24/7 - MedSelect - Examiner Reporting Kit - 2022	\$ 3,000.00	0%
MedSelect Support & Annual License Fees**	SVCMSEX-2023	Phone Support and Annual License Fee - 24/7 - MedSelect - Examiner Reporting Kit - 2023	\$ 4,500.00	0%
MedSelect Support & Annual License Fees**	SVLMSEX	Annual License Fee - MedSelect - Examiner Reporting Kit	\$ 66.00	0%
MedSelect Support & Annual License Fees**	SVLMSEX-2021	Annual License Fee - MedSelect - Examiner Reporting Kit - 2021	\$ 1,200.00	0%
MedSelect Support & Annual License Fees**	SVLMSEX-2022	Annual License Fee - MedSelect - Examiner Reporting Kit - 2022	\$ 2,400.00	0%
MedSelect Support & Annual License Fees**	SVLMSEX-2023	Annual License Fee - MedSelect - Examiner Reporting Kit - 2023	\$ 3,600.00	0%
MedSelect Support & Annual License Fees**	SVLMSEX-2024	Annual License Fee - MedSelect - Examiner Reporting Kit - 2024	\$ 4,800.00	0%
MedSelect Support & Annual License Fees**	SVCMSSL	Phone Support and Annual License Fee - 24/7 - MedSelect - SupplyList Software	\$ 665.00	0%
MedSelect Support & Annual License Fees**	SVLMSSL	Annual License Fee - MedSelect - SupplyList Software	\$ 365.00	0%
MedSelect Support & Annual License Fees**	SVCMSSMO	Phone Support and Annual License Fee - 24/7 - MedSelect - MedOrder Software	\$ 800.00	0%
MedSelect Support & Annual License Fees**	SVLMSSMO	Annual License Fee - MedSelect - MedOrder Software	\$ 430.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDT-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Display Terminal	\$ 872.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDT-PH	Phone Support - MedSelect - 24/7 - Display Terminal	\$ 44.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDMFL-PR	Equipment Support - MedSelect Flex - Premium Service, 24/7 - Drawer Module	\$ 360.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDMFL-PH	Phone Support - MedSelect Flex - 24/7 - Drawer Module	\$ 18.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSIA-PR	Equipment Support - MedSelect Flex - Premium Service, 24/7 - Single Item Access	\$ 260.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSIA-PH	Phone Support - MedSelect Flex - 24/7 - Single Item Access	\$ 13.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDMLG-PR	Equipment Support - MedSelect Legacy - Premium Service, 24/7 - Drawer Module	\$ 170.00	0%
MedSelect Support & Annual License Fees**	SVCMSSDMLG-PH	Phone Support - MedSelect Legacy - 24/7 - Drawer Module	\$ 9.00	0%
MedSelect Support & Annual License Fees**	SVCMSSCDM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Compact Drawer Module	\$ 200.00	0%
MedSelect Support & Annual License Fees**	SVCMSSCDM-PH	Phone Support - MedSelect - 24/7 - Compact Drawer Module	\$ 10.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSCM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Supply Cabinet Module	\$ 120.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSCM-PH	Phone Support - MedSelect - 24/7 - Supply Cabinet Module	\$ 6.00	0%
MedSelect Support & Annual License Fees**	SVCMSSUDM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Unit Dose Module	\$ 250.00	0%
MedSelect Support & Annual License Fees**	SVCMSSUDM-PH	Phone Support - MedSelect - 24/7 - Unit Dose Module	\$ 13.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSEL-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Electronic Lock Controller	\$ 29.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSEL-PH	Phone Support - MedSelect - 24/7 - Electronic Lock Controller	\$ 1.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSELM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - External Lock Module	\$ 110.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSELM-PH	Phone Support - MedSelect - 24/7 - External Lock Module	\$ 6.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSTM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Standard Tower Module	\$ 182.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSTM-PH	Phone Support - MedSelect - 24/7 - Standard Tower Module	\$ 9.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSETM-PR	Equipment Support - MedSelect - Premium Service, 24/7 - Economy Tower Module	\$ 90.00	0%
MedSelect Support & Annual License Fees**	SVCMSSSETM-PH	Phone Support - MedSelect - 24/7 - Economy Tower Module	\$ 5.00	0%
MedSelect Support & Annual License Fees**	SVCMSSITW2-PR	Equipment Support - MedSelect Flex - Premium Service, 24/7 - Integrated Tower Module - 2 Drawers	\$ 900.00	0%
MedSelect Support & Annual License Fees**	SVCMSSITW2-PH	Phone Support - MedSelect - 24/7 - Integrated Tower Module - 2 Drawers	\$ 45.00	0%
MedSelect Support & Annual License Fees**	SVCMSSITW4-PR	Equipment Support - MedSelect Flex - Premium Service, 24/7 - Integrated Tower Module - 4 Drawers	\$ 1,200.00	0%
MedSelect Support & Annual License Fees**	SVCMSSITW4-PH	Phone Support - MedSelect - 24/7 - Integrated Tower Module - 4 Drawers	\$ 60.00	0%
MedSelect Support & Annual License Fees**	SVCMSSADT	Interface Support - MedSelect - ADT	\$ 1,000.00	0%
MedSelect Support & Annual License Fees**	SVCMSSMOI	Interface Support - MedSelect - Medication Order	\$ 1,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSSRTBL	Interface Support - MedSelect - Real-Time Billing/Inventory	\$ 1,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSSIFBND	Interface Support - MedSelect - Premium Interface Bundle	\$ 3,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSSRDCTW	Equipment Support - MedSelect - Resource Data Center - Tower Server	\$ 2,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSSRDCKR	Equipment Support - MedSelect - Resource Data Center - Rack Server	\$ 2,500.00	0%
MedSelect Support & Annual License Fees**	SVCMSSRDVVR	Equipment Support - MedSelect - Resource Data Center - Virtual Server	\$ 500.00	0%
MedSelect Support & Annual License Fees**	SVLMSSRDCOR	Annual License Fee - MedSelect - Resource Data Center - Oracle License	\$ 1,000.00	0%

** Pricing for Support & Annual License Fees is normally subject to an annual CPI increase. ARxIUM will hold this pricing for the initial 5-year term of the Agreement after which all Support & Annual License Fees will be subject to a 10% increase.

Additional Accessories or Add-On Functionalites (keyboards, cassettes, printers, auxillary cabinets, etc.)	Product code (UNSPSC, NIGP, manufacturer product number, other)	General Product Description Accurate as of October 20, 2021 The most current version http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx	Catalog Price	Discount from Catalog price
Intellisense for MedSelect	MIFLSP	MedSelect IntelliSense Software Purchased (includes 1st yr support)	\$ 4,500.00	0%
Intellisense for MedSelect	MIFLSH	MedSelect IntelliSense Software Hosted (Per Station)	\$ 120.00	0%
Intellisense for MedSelect	MIIGU	MedSelect IntelliSense IntelliGate Unit	\$ 2,100.00	0%
Intellisense for MedSelect	MIMR	MedSelect IntelliSense MeshRouter	\$ 1,200.00	0%
Intellisense for MedSelect	MITPG	MedSelect IntelliSense IntelliSensor Glycol Probe Kit	\$ 700.00	0%
Intellisense for MedSelect	MITPGN	MedSelect IntelliSense IntelliSensor Glycol Probe-NIST Cert	\$ 800.00	0%
Intellisense for MedSelect	MISKHBZB	MedSelect Intellisensor TempNTC-HumBipZB (Humidity and Temp Probe Built in)	\$ 620.00	0%
Intellisense for MedSelect	MISKWF	MedSelect IntelliSense Wi-Fi Station Kit (TempNTC-40wf, Probe, Glycol Kit)	\$ 800.00	0%
Intellisense for MedSelect	MISKZB	MedSelect IntelliSense Zigbee Station Kit (TempNTC-40ZB, Probe, Glycol Kit)	\$ 800.00	0%
Intellisense for MedSelect	MIIMP	MedSelect IntelliSense Implementation	\$ 1,200.00	0%
Intellisense for MedSelect	MISF	MedSelect IntelliSense Station Setup Fee	\$ 50.00	0%
MedSelect Consumables & Supplies	10-501004-000A	UDM - Coil - 1.0" x 40	\$ 7.99	0%
MedSelect Consumables & Supplies	10-501004-000B	UDM - Coil - 1.0" x 30	\$ 7.99	0%
MedSelect Consumables & Supplies	10-501004-000C	UDM - Coil - 1.0" x 20	\$ 7.99	0%
MedSelect Consumables & Supplies	10-501004-000D	UDM - Coil - 1.0" x 15	\$ 7.99	0%
MedSelect Consumables & Supplies	10-501005-000A	UDM - Coils - 1.4" x 40	\$ 6.99	0%
MedSelect Consumables & Supplies	10-501005-000B	UDM - Coils - 1.4" x 30	\$ 9.99	0%
MedSelect Consumables & Supplies	10-501005-000C	UDM - Coils - 1.4" x 20	\$ 6.99	0%
MedSelect Consumables & Supplies	10-501036-000A	UDM - Large Guide - Coil Shelf	\$ 3.49	0%
MedSelect Consumables & Supplies	10-501037-000A	UDM - Retainer - Coil Shelf	\$ 4.99	0%
MedSelect Consumables & Supplies	10-501043-000B	UDM - Ampule Guide - Coil Shelf	\$ 9.99	0%
MedSelect Consumables & Supplies	10-501044-000A	UDM - Short - Medication Limit - Coil Shelf - 0.313	\$ 3.49	0%
MedSelect Consumables & Supplies	10-501044-000B	UDM - Long - Medication Limit - Coil Shelf - 0.375	\$ 3.99	0%
MedSelect Consumables & Supplies	10-501045-000A	UDM - Guide - Injectable Bin - Small	\$ 18.99	0%
MedSelect Consumables & Supplies	10-501045-000B	UDM - Guide - Injectable Bin - Medium	\$ 21.99	0%
MedSelect Consumables & Supplies	10-501045-000C	UDM - Guide - Injectable Bin - Large	\$ 22.99	0%
MedSelect Consumables & Supplies	10-501047-000A	UDM - Injectable Bin - Small	\$ 186.99	0%
MedSelect Consumables & Supplies	10-501047-000B	UDM - Injectable Bin - Medium	\$ 237.99	0%
MedSelect Consumables & Supplies	10-501047-000C	UDM - Injectable Bin - Large	\$ 237.99	0%
MedSelect Consumables & Supplies	10-501234-000A	UDM - Guide - Length - Bin - Injectable	\$ 1.99	0%
MedSelect Consumables & Supplies	10-501171-000A	DM - Large Drawer Liner Kit	\$ 282.99	0%
MedSelect Consumables & Supplies	10-501194-000A	DM - Return/Retrieve Drawer Liner	\$ 57.99	0%
MedSelect Consumables & Supplies	10-501229-000A	DM - Small Drawer Liner Kit	\$ 10.99	0%
MedSelect Consumables & Supplies	10-501229-000B	DM - Medium Drawer Liner Kit	\$ 22.99	0%
MedSelect Consumables & Supplies	10-501346-000A	DM/SCM - Security Tether Kit	\$ 39.99	0%
MedSelect Consumables & Supplies	10-501601-000A	SCM - Divider Kit, Small Drawer Liner	\$ 3.99	0%
MedSelect Consumables & Supplies	10-501601-000B	SCM - Divider Kit, Medium Drawer Liner	\$ 3.99	0%
MedSelect Consumables & Supplies	10-501601-000C	SCM - Large Drawer Divider Kit - 5 horizontal, 4 vertical	\$ 107.99	0%
MedSelect Consumables & Supplies	49-205926-000A	DM - SIA drawer Med Clip - Regular	\$ 8.99	0%
MedSelect Consumables & Supplies	49-205926-000B	DM - SIA drawer Med Clip - Large	\$ 9.99	0%
MedSelect Consumables & Supplies	10-501176-000A	SCM - Fixed Shelf Divider - Short (2/kit)	\$ 28.99	0%
MedSelect Consumables & Supplies	10-501176-000B	SCM - Fixed Shelf Divider - Tall (2/kit)	\$ 34.99	0%
MedSelect Consumables & Supplies	10-500147-000A	SST - Divider, Short, Fixed Shelf (5/kit)	\$ 12.99	0%
MedSelect Consumables & Supplies	10-500147-000B	SST - Divider, Tall, Fixed Shelf	\$ 10.99	0%
MedSelect Consumables & Supplies	10-500530-000E	SCM/SST - Fixed Shelf Bin Kit, Small	\$ 14.99	0%
MedSelect Consumables & Supplies	10-500530-000F	SCM/SST - Fixed Shelf Bin Kit, Medium	\$ 20.99	0%
MedSelect Consumables & Supplies	10-500530-000G	SCM/SST - Fixed Shelf Bin Kit, Large	\$ 26.99	0%
MedSelect Consumables & Supplies	10-500530-000H	SCM/SST - Fixed Shelf Bin Kit, Extra Large	\$ 32.99	0%
MedSelect Consumables & Supplies	19-040187-000A	SST - Fixed Shelf Dividers, (5/kit)	\$ 23.99	0%

MedSelect Consumables & Supplies	49-017109-000A	SST - Horz Divider, Tall Sliding Shelf	\$	11.99	0%
MedSelect Consumables & Supplies	49-017109-000B	SST - Horz Divider, Short Sliding Shelf	\$	9.99	0%
MedSelect Consumables & Supplies	49-017136-000A	SST - Vert Divider, Tall Sliding Shelf	\$	11.99	0%
MedSelect Consumables & Supplies	49-017136-000B	SST - Vert Divider, Short Sliding Shelf	\$	8.99	0%
MedSelect Consumables & Supplies	49-021219-000A	SST - Fixed Shelf Tall Dividers (5/kit)	\$	49.99	0%
MedSelect Consumables & Supplies	10-500497-000A	Keyboard Cover	\$	39.99	0%
MedSelect Consumables & Supplies	19-040047-000A	Receipt Printer Paper	\$	2.49	0%
MedSelect Consumables & Supplies	19-040047-000B	Receipt Printer Paper (50 rolls/case)	\$	82.99	0%
MedSelect Consumables & Supplies	AB00563-A	Label Printer, Thermal Label, 2x4 (12 rolls/case)	\$	72.99	0%
MedSelect Consumables & Supplies	AB01490-A	Large Lockable Return Drug Box, 1-3/4"	\$	329.99	0%

Accurate as of October 29, 2021

The most current version

ATTACHMENT B

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

Intentionally deleted

Accurate as of October 29, 2021

The most current version

ATTACHMENT C

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

Intentionally deleted



ARxIUM, Inc.
1400 Busch Parkway
Buffalo Grove, IL 60089

Phone 847.808.2600
Toll Free 888.537.3102
Fax 847.808-3322

Contract No.

EQUIPMENT PURCHASE AND SOFTWARE LICENSE AGREEMENT (Modified for MMCAP Infuse Members)

This **Equipment Purchase and Software License Agreement** (this "Agreement") is entered into by and between **ARxIUM, Inc.** (the "Company", and _____ (the "Customer").

The Company is engaged in the business of providing automated pharmacy dispensing systems, software, and other related products and services. The Customer desires to purchase certain products and services from the Company. In consideration of the mutual covenants made below, the parties, intending to be legally bound, agree as follows:

1. Definitions. As used in this Agreement:

- "Affiliate" means, with respect to either party, any Person that, directly or indirectly, is controlled by, controls, or is under common control with such party. For purposes of this Agreement, "control" means, with respect to any Person, the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest in such Person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such Person.
- "Agreement", "hereto", "herein", "hereof", "hereunder", and similar expressions refer to this Agreement and not any particular paragraph or any particular portion of this Agreement and include all schedules attached to this Agreement.
- "Authorized Disposables" shall have the meaning set forth in Section 10.
- "Authorized Service Provider" shall have the meaning set forth in Section 10.
- "Confidential Information" shall have the meaning set forth in Section 4(c).
- "Customer's Facility" means the delivery address specified in Schedule A.
- "Delivery" shall have the meaning set forth in Section 6(a).
- "Effective Date" means the date on which the Company executes this Agreement, as set forth on the signature page hereto.
- "Equipment" means the items listed as "equipment" in a Schedule A.
- "Installation" means the later of (a) the date that the System is considered or deemed installed in accordance with Section 6(b), or (b) the date the training set forth in Schedule B has been completed, provided, however, that if the Customer is unavailable to participate in the training as scheduled, the preceding clause (a) will govern.
- "Installation Notice" means the written notice that the Company will provide to the Customer upon Installation of the System pursuant to the terms of Section 6(d).
- "Operator Manuals" means the documentation provided by the Company that provides instruction on the use and maintenance of the System.
- "Person" means any individual, corporation, association, partnership, joint venture, trust, estate, limited liability company, limited liability partnership, unincorporated organization, government (or any agency or political subdivision thereof), or other legal entity or organization.
- "Purchase Price" means the total aggregate amount(s) shown in Schedule A.
- "Equipment" means the items listed as "equipment" in Schedule A (other than Recommended Equipment).
- "Recommended Equipment" means equipment and the configuration thereof, if any, listed in Schedule A recommended by the Company for use with the Software.
- "Schedule A" means a Schedule A to this Agreement which reflects the products and services to be purchased by the Customer or a Customer Party and the prices for such products and services.
- "Software" means the executable application software and operating system software listed as such in Schedule A and any modifications, customizations, updates, and/or enhancements thereto. The term Software does not include Third Party Software or Source Code, except that, for the purpose of the provisions of Section 3, the term "Software" shall include Third Party Software.
- "Software Documentation" shall have the meaning set forth in Section 3(a).
- "Software License" shall have the meaning set forth in Section 3(a).
- "Source Code" means the program instructions for the Software which are in human-readable form.
- "Support Services" means those additional support services described in Schedule E.
- "System" means, collectively, the Equipment and the Software.
- "Taxes" shall have the meaning set forth in Section 5(c).
- "Third Party Software" means software provided by a vendor other than the Company, which Third Party Software is reflected in Schedule A or is imbedded in the Equipment.
- "Warranty Period" means, with respect to Equipment, the time period identified as the "warranty period" in Schedule A, commencing upon receipt of the Installation Notice. In the case of RxWorks Inventory Management Software described in Schedule A, the "Warranty Period" shall be deemed to be the period during which Customer has purchased and paid for support services.
- "Warranty Services" shall have the meaning set forth in Section 9(d).

2. Purchases and Sale of Equipment and Services; Risk of Loss, Title; Purchase of Support Services. Subject to all of the terms and conditions set forth in this Agreement, the Company hereby agrees to sell and the Customer hereby agrees to purchase the Equipment and the Support Services. Risk of loss of the Equipment shall pass to the Customer upon Delivery to the Customer and title to the Equipment shall pass to the Customer upon payment in full of the Purchase Price. Title shall be free and clear of all liens and encumbrances, excepting those of parties claiming through Customer, if any. Notwithstanding anything herein to the contrary, the Customer does not by virtue of

CONFIDENTIAL

ATTACHMENT D

this Section 2 acquire any right, title or interest in or to any software embedded in the Equipment, other than the right to use such embedded software solely in the operation of the Equipment.

3. Software License; Restrictions; Termination.

(a) Subject to the terms and conditions set forth in this Agreement, the Company hereby grants to the Customer a perpetual, nonexclusive, nontransferable, personal, and limited license to use the Software and related user documentation (the "Software Documentation") solely (i) in connection with the internal conduct of the Customer's business; (ii) at Customer's Facility; and (iii) in combination with the Equipment, any replacement equipment which is purchased through the Company, or Recommended Equipment or otherwise expressly approved by the Company (collectively, the "Software License").

(b) The Customer may not modify, reverse engineer, decompile or disassemble, create derivative works, distribute, sell, rent, lease, sublicense, or otherwise transfer or disclose the Software, in whole or in part. The Customer shall not reproduce the Software in whole or in part, except as reasonably necessary for archival back-up purposes. The Customer may use databases provided in the Software only in connection with the Software and the Equipment.

(c) Notwithstanding anything herein to the contrary, the Company may terminate the Software License granted hereunder by giving written notice thereof to the Customer upon the occurrence of any one of the following events: (i) the Customer defaults, breaches, or fails to perform any of its obligations, covenants, or representations, (including without limitation the obligation to pay amounts due in accordance with the terms of this Agreement), and such default, breach, or failure to perform is not cured within thirty (30) days following notice thereof (provided that the Customer shall not be permitted repeatedly to cure multiple breaches of the same obligation or term hereof); or (ii) the Customer becomes insolvent or becomes the subject of any receivership, bankruptcy, or similar proceeding. Upon termination of the Software License, the Customer and its receivers, trustees, assigns, or other representatives shall immediately stop using the Software and shall return to the Company or destroy all magnetic media or tangible items and material containing the Software, the Software Documentation and all copies thereof to the Company without delay, and shall certify in writing to the Company that all of the Software, the Software Documentation and all copies thereof have been returned to the Company or otherwise destroyed. The foregoing provisions of this Section shall not limit or restrict the right of the Company to seek immediate equitable relief against the Customer to the extent the Company deems appropriate to enforce this Agreement and protect its rights hereunder.

(d) No termination of this Agreement or the Software License shall release the Customer from any obligation to pay the Company any amount that has accrued or is payable prior to the effective date of termination. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall survive including, without limitation, the provisions of Sections 3, 4, 5, 9, 11, 14, 15, 16, 19, and 25.

4. Intellectual Property Rights; Confidential Information.

(a) The Customer acknowledges and agrees that it acquires no ownership rights in the Software, the Software Documentation, the Source Code, or any Third Party Software. All such ownership rights, including, without limitation, copyrights, patent rights, trade secrets, trademarks, and any other intellectual property rights shall remain vested in the licensor thereof. All rights not expressly granted herein are expressly reserved.

(b) As between the Company and the Customer, the Company shall have exclusive ownership rights with respect to any intellectual property related to the System, including those which may result from the Customer's use of the System or any customization provided by or on behalf of the Company, including, without limitation, interfaces provided by the Company, enhancements, updates, and modifications. To the extent that ownership of such intellectual property does not automatically vest in the Company by virtue of this Agreement or otherwise, the Customer hereby irrevocably transfers and assigns to the Company all right, title, and interest in and to such intellectual property. Furthermore, the Customer agrees to take such steps as the Company may reasonably request to vest such intellectual property in the Company.

(c) All technical information (whether part of a technical system or contained therein), information concerning a party's financial condition, business methods, advertising, promotional and marketing plans and strategies, customers, suppliers, employees, contractors, alliances, technology and hardware and software systems, any data supplied or processed through the System and any other information that is not publicly known that is disclosed by one party (the "Discloser") to the other party or its Affiliates or agents (the "Recipient") in connection with this Agreement or otherwise, and all ideas and expressions thereof, shall be treated as confidential information and are referred to hereinafter as "Confidential Information". Each party as Recipient shall take such steps to protect and maintain the confidentiality of the Discloser's Confidential Information as the Recipient would take to protect and maintain its own Confidential Information, but no less than reasonable care. The Recipient will not use, and will not allow the use of, the Confidential Information for any purpose other than for the purpose of carrying out the terms of this Agreement or for other uses contemplated hereby. Customer may share Confidential Information to an Affiliate for the purposes of an audit or review. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) has entered the public domain through no action or failure to act of the Recipient; (ii) prior to disclosure hereunder was already lawfully in Recipient's possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by the Recipient on a non-confidential basis from a third party who has the right to disclose such information to the Recipient; or (iv) is ordered to be or otherwise required to be disclosed by the Recipient by a court of law or other governmental body, provided, however, that the Discloser is notified of such order or requirement and given a reasonable opportunity to intervene.

(d) The Customer agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Software, Equipment, the Software Documentation, any Third Party Software, and any Confidential Information provided to the Customer related to this Agreement.

(e) The Company may, from time to time, modify, upgrade or enhance the Software, or issue a new version of the Software, for the purpose of allowing the System to perform new or different functions, to correct errors or problems, or to increase the capacity of the Software to process information. Any modification, upgrade, enhancement, or new release that the Company makes generally available to all end users will be made available at the same time to the Customer. The Company reserves the right to require payment of an additional commercially reasonable license fee for any Major Release. For purposes hereof, a release is considered to be a "Major Release" if (i) it adds substantial new functionality or features to the Software or results in substantially improved performance of the Software or the System, (ii) is denoted in the product version number by a change in the number to the left of the first decimal point, and (iii) it is separately priced and marketed by the Company as a distinct, new product. Any modification, upgrade, or enhancement (including a Major Release), when delivered, shall become part of the Software and shall be maintained and otherwise be subject to all of the terms of this Agreement. In order to satisfy any obligation hereunder, the Company may, at its option, send the Customer a single copy of any modification, upgrade, enhancement, error correction, bug fix, or release to the Software, together with instructions for the Customer's installation and implementation thereof.

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5. Purchase Price; Fees; Payments.

(a) The Customer agrees to pay the Purchase Price to the Company on the terms set forth in Schedule A for the System or component thereof (in the event that the Customer elects to purchase the System in phases) and the Company agrees that the Purchase Price presented on any Schedule A shall be in accordance with Attachment A of the MMCAP Infuse Master Agreement (MMS210XXXX) and all applicable amendments.

(b) In addition to the Purchase Price, the Customer shall pay all fees and expenses related to (i) freight and shipping charges (except as waived in Schedule A), (ii) permit and inspection fees, (iii) site preparation (including any facility improvements, furniture or utility upgrades necessary to operate the System as identified in writing by the Company), (iv) supplies needed for operation of the System, (v) costs associated with modification of the Customer's existing computer system(s) and/or data conversion necessary to implement use of the System, (vi) post-warranty maintenance fees associated with the System or annual software support fees (beyond the initial term identified in Schedule E) for stand-alone Software products which are subject to annual software maintenance fees, (vii) interface fees to be paid to third parties with respect to Third Party Software, and (viii) fees charged for upgrades or enhancements to the Equipment or the Software. To the extent that the Company or any of its Affiliates incur any of the foregoing expenses, the Customer will be invoiced. Each such invoice shall be paid by the Customer in full within thirty (30) days of its date.

(c) The Customer agrees to pay all personal property, sales and use and other taxes (excluding taxes based upon the Company's net income) and license and registration fees and other assessments or charges levied or imposed by any governmental body or agency as a result of the execution and performance of this Agreement ("Taxes"). Any amount due from Customer under this Section shall be paid directly by the Customer, where appropriate, or shall be reimbursed to the Company upon payment thereof by the Company. If the Customer or the transactions contemplated hereby are exempt from Taxes, valid tax-exempt certificates must be provided to the Company prior to the execution of this Agreement. The Customer hereby agrees to indemnify the Company for and hold it harmless from any Taxes and related costs, interest and penalties paid or payable by the Company, excluding interest and penalties resulting from the fault of the Company.

(d) If the Customer cancels an order for Equipment or Services before installation, Customer shall pay to the Company pro-rata costs of the Equipment or Services costs already incurred by Company. Company must provide written evidence to Customer for reimbursement. Custom manufactured Equipment is not cancelable.

(e) The Customer shall not be entitled to any set-off without the Company's written consent, except as provided in the MMCAP Infuse Master Agreement. The Customer shall pay the Company a service charge of 1½% per month (or as dictated by law) on all past due amounts. Payments shall be applied first to any service charge which has accrued and then to the Customer's past due amounts, starting with the longest overdue amount.

(f) In addition to any other remedies available to the Company, the Company may suspend further shipments, installation, or other activities under this Agreement including, but not limited to, its warranty obligations hereunder until the Company has received all amounts then due to the Company.

6. Delivery, Installation, and Acceptance.

(a) The Company agrees to use reasonable efforts to schedule the System for shipment to Customer's Facility according to the Implementation Project Milestones to be agreed upon and executed by authorized representatives of both parties following the execution of this Agreement. The form of Implementation Project Milestones is attached hereto as Schedule B. The Equipment, the Software, or any portion thereof shall be deemed to be delivered upon arrival at Customer's Facility ("Delivery").

(b) The Company and/or its subcontractors shall install the Equipment, the Software, and Third Party Software, as applicable. The System shall be considered installed when the System is available for use at Customer's Facility, provided, however, if Customer fails to perform any of its obligations agreed upon herein and the installation is not the subject of a dispute, then the System shall be deemed to be installed within fifteen (15) days after Delivery.

(c) Notwithstanding anything herein to the contrary, the Company obligations pursuant to Section 6(b) shall not include modification of the Customer's premises, computer programming, or interfacing with the Customer's computer systems (other than Company-supplied interfaces which are reflected in Schedule A or which are otherwise provided pursuant to a written agreement of the parties), all of which the Customer acknowledges and agrees shall be its sole responsibility. Without limiting the generality of the foregoing, the Customer shall be responsible for: (i) supplying such cables, connectors, space, lighting, utilities, compressed air, air conditioning, and other environmental requirements as are identified in the Operators Manuals or otherwise in writing by the Company; (ii) providing adequate working space within a reasonable distance of the System for use by the Company's personnel; (iii) converting current data to the format required by the System; (iv) ensuring that communication and electrical power lines are properly installed and tested at Customer's Facility according to the written instructions provided by the Company; (v) providing clean commercial power and the necessary communication abilities including, but not limited to, outside phone lines and, if applicable, network cabling to each location where the System will be placed; and (vi) otherwise preparing the site for the System. If additional site preparation is necessary and to the extent that the Customer requests and the Company elects to provide the same and/or the Customer requests that the Company program or alter the Company's standard interface software package so that it can operate with the Customer's existing computer system(s), the Customer will be charged on an hourly basis at the Company's rates then in effect plus reasonable expenses for such site preparation and/or programming services. The Company will advise the Customer in advance if additional site preparation or programming services will be necessary to complete the installation of the System; provided, however the scheduling of such additional services will be subject to resource availability and the Company shall not be responsible for any delays resulting from additional programming services, whether requested by the Customer or recommended by the Company.

(d) Upon Installation, the Company shall provide the Customer with an Installation Notice in the form attached hereto as Schedule C and the Customer shall be deemed to have accepted the System.

7. Training. During the installation process described in Section 6, the Company will provide the Customer with the training at the intervals reflected in Schedule B. The Customer shall be responsible for any travel and related expenses when training occurs at Company training facility. Thereafter, any additional training will be the responsibility of the Customer. If the Customer's staff is not available for training during the installation process and/or additional training is required at a later date, such training will be provided by the Company at the Company's standard time, commercial travel, and material rates then in effect.

8. System Management. The Customer shall identify one or more System operators who will serve as key points of contact and who will be responsible for fully understanding how the System operates and administering and managing the performance of the System, including maintaining the files and monitoring the performance of the System. Such System operators will be responsible for reviewing and evaluating all end-user requests for service and informing the Company of any problems that the System operator cannot resolve.

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ATTACHMENT D

9. Warranties, Exclusions, Remedies During Warranty Period and Support Term, Limitations of Liability. (a) The Company warrants, solely for the benefit of the Customer, that during the Warranty Period and the Support Term (defined in Section 12 below), under normal use, the Equipment will be free from material defects in material and workmanship. The Company further warrants that the Software will operate in substantial compliance with the functions described therefor in the Software Documentation, and that the Software will not contain any disabling code or similar device that might prevent the Customer from using the Software for its intended purpose and, when delivered, will not contain any computer viruses or other contaminants. The Company does not represent or warrant that (i) the System or the Software will operate error-free, (ii) the Customer's use of the System or the Software will be uninterrupted, or (iii) all defects will be identified, reproducible or resolved.

(b) The Company's warranties do not cover, nor shall the Company be liable for: (i) mistakes due to incorrect replenishment of drugs contained the canisters/cassettes used in the System; (ii) disposable materials and components, as applicable, not provided or approved in writing by the Company; (iii) modification to any System component due to changes in drug manufacturers, drug specifications, or drug usage; (iv) defects or damages due to the Customer's negligence or misuse, abuse, failure to maintain, clean or operate the System in accordance with the Operator Manuals; (v) anything external to the System including, but not limited to, power surges or the Customer's failure to provide proper electrical power, air conditioning, and humidity control, (vi) use of the System by the Customer prior to the issuance of an Installation Notice, unauthorized repairs, replacements or adjustments to the System, or modification or alteration of the System by anyone other than the Company or its designee; (vii) cosmetic damages (such as scrapes or scratches); (viii) damages or defects caused by any cause beyond the Company's reasonable control, including fires, explosions, theft, riots, acts of God; (ix) damages or defects arising from the System's interface with the Customer's host system, including, without limitation, damages or defects resulting from the importing or manual entry of data into the Software (except that the Company's warranties shall extend to any interface provided by the Company); (x) damage or defects due to the Customer's failure to maintain virus protection and operation system updates; (xi) damage or defects arising from the Customer's failure to maintain System backups; (xii) damage resulting from the relocation of the System by anyone other than the Company or Company approved third party service providers from the site of original installation at Customer's Facility to another location; (xiii) design or manufacturing defects in any products or services not made or provided by the Company; (xiv) operator error; (xv) Third Party Software (although the Company does agree assign to the Customer any warranties that it obtains with respect to such Third Party Software and to work, on behalf of the Customer, with the providers of Third Party Software to resolve Customer concerns); (xvi) Recommended Equipment; and (xvii) any other items that are expressly excluded in this Agreement or in Schedule D.

(c) **THE WARRANTIES EXPRESSLY PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INTELLECTUAL PROPERTY INFRINGEMENT. SUCH WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED, OR OTHERWISE AFFECTED BY THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE BY THE COMPANY IN CONNECTION WITH THE SYSTEM OR BY ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, BY PERFORMANCE, OR USAGE OF TRADE.**

(d) Any warranty claims must be submitted in writing by the Customer within ten (10) days of the Customer's discovery of a defect in the Equipment or Software. If, within the Warranty Period, the Customer notifies the Company of any warranty claim and makes the System, or the applicable components thereof, available for service and/or testing, and the Company agrees that the System fails to meet the warranties herein, and the Customer cooperates with the Company in its efforts, the Company will (i) with respect to Equipment, at the Company's option, repair or replace (with new or exchange replacement parts) any nonconforming Equipment or parts of the Equipment, and (ii) with respect to reproducible errors in the Software or the Software Documentation, at Company's option, make commercially reasonable efforts to design, code, and implement program changes to the Software to correct such errors, and comparable efforts to correct misstatements and omissions in the Software Documentation (collectively "Warranty Services"). The Company's obligation to provide Warranty Services is subject to the additional terms and conditions set forth in Schedule E. The foregoing remedies are the Customer's exclusive remedies and the Company's sole liability for any warranty claim.

(e) **THE COMPANY SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS OR LOST DATA OR PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR SERVICE INTERRUPTIONS OR FAILURE OF SUPPLY, FROM THE USE OF OR INABILITY TO USE THE SYSTEM OR FROM THE SYSTEM BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER PRODUCT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

10. Disposables and Service. Only disposable materials authorized in writing by the Company or listed in Schedule F ("Authorized Disposables") shall be used in the System, and only the Company's service personnel, Company-approved third party service providers, or employees of the Customer who have received maintenance training (hereinafter "Authorized Service Providers") may service the System. All warranties provided under this Agreement and the Company's obligation to provide service pursuant to a Service Agreement shall terminate if the Customer uses disposables other than Authorized Disposables or service providers other than Authorized Service Providers. The Company shall not be liable for damages incurred by the Customer or damages to the System following the Customer's first use of any such unauthorized disposables or unauthorized service providers.

11. Compliance with Law; Use of System; Indemnity. The Customer shall be solely responsible, at its expense, for complying with all applicable laws and regulations of each jurisdiction where it uses the System or the Software. The Customer also shall be solely responsible for the use and monitoring of the System and its performance at Customer's Facility. In addition, the Customer shall remove and control any items of value (including, without limitation, "controlled substances", before the Company begins service, and the Customer shall replace the same upon completion). The Customer shall defend, indemnify, and hold the Company (including affiliates, and the respective directors, officers, employees, and agents of such entities) harmless from and against all actions, claims, damages, or liabilities (including reasonable attorneys' fees) arising out of: (i) any violation of any laws or regulations or any other provision of this section; (ii) the Customer's failure to monitor the System and its performance at Customer's Facility; or (iii) the Customer's failure to use, maintain, or clean the System in accordance with the Operator Manuals and this Agreement.

12. Purchase of Additional Support Services; Term; Termination of Support Term.

(a) Customer has also agreed to purchase the additional Support Services reflected in Schedule E. The term for such Support Services shall be as reflected in Schedule E (the "Initial Support Term"), unless terminated earlier in accordance with Section 12(b). The term for the Support Services shall thereafter renew for successive one (1) year terms (each a "Renewal Support Term") if the Customer provides written notice no less than thirty (30) days prior to the then-current term or unless sooner terminated in accordance with the terms of this Section. This does not prohibit Company from rejecting Customer's renewal request. The Initial Support Term together with any and all Renewal Support Terms shall be collectively referred to as the "Support Term".

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ATTACHMENT D

<http://www.mmca.com/instant/AR/Contracts/Default.aspx>

(b) In addition to any other rights that it might have hereunder, either party may terminate the obligation with respect to the Support Services, in whole or in part, upon breach by the other party of any material obligation with respect to such Support Services, by giving written notice thereof to the defaulting party, provided that the default is not cured within thirty (30) days following notice thereof (and provided further that neither party shall be permitted repeatedly to cure multiple breaches of the same obligation). In addition, this Support Term may be terminated immediately by the Company, at its sole discretion, (i) if Customer becomes insolvent or becomes the subject of any receivership, bankruptcy, or similar proceeding; or (ii) if the Software License granted to the Customer pursuant to this Agreement has been terminated.

13. Excuse of Performance. Performance by the Company or the Customer of any obligation under this Agreement (other than payment obligations) shall be excused if such failure to perform is caused by an event or circumstance beyond the Company's or the Customer's reasonable control and prompt notice thereof has been given to the other party. If the Company or the Customer should fail to perform any non-monetary obligation hereunder as a result of an event or circumstance beyond its reasonable control, it shall meet its obligations hereunder within a reasonable time after the cause of the failure has been removed.

14. Independent Contractor. The relationship between the parties is that of independent contractors and not partners, joint venturers, principal and agent, or employer and employee. Neither party shall have the authority to and shall not incur obligations of any kind in the name of or for the account of the other party hereto.

15. Assignment. The rights and obligations of the Customer under this Agreement shall not be assigned, delegated, or transferred by operation of law or otherwise, in whole or in part, without the prior written consent of the Company, which consent may be withheld or conditioned at the sole discretion of the Company. For the purposes of this Section 15, a change of control of the Customer shall be deemed to be a prohibited transfer without the written consent of the Company. Notwithstanding the foregoing, the Customer may assign or otherwise transfer this Agreement to an Affiliate. The provisions of this Agreement shall inure to and be binding upon the permitted successors and assigns of the parties.

16. Entire Agreement; Amendment. This Agreement, including all attached Schedules, represents the entire agreement between the Company and the Customer concerning the matters set forth herein and supersedes the terms of any other agreements, contract, bid, order, or warranty concerning such matters. All orders for the Equipment and the Software shall be governed exclusively by the terms of this Agreement. This Agreement may not be modified except by a written agreement signed by both parties.

17. Waiver. Failure of either party to require strict performance by the other of any provision of this Agreement shall not in any way affect the rights of such party to thereafter enforce any such provision.

18. No Third Party Reliance. Except for the MMCA Infuse Master Agreement, third parties are not entitled to rely on any provision of this Agreement and the parties assume no liability to any third party because of any reliance on the agreements of the parties contained in this Agreement.

19. Samples. From time to time, the Company shall have the right to request that the Customer provide it with samples of any product (other than controlled substances) that may be dispensed by the System (in such amounts as the Company may reasonably request) for quality assurance and System calibration purposes.

20. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (a) upon delivery if hand delivered, or (b) upon deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier, air-bill prepaid, or (c) upon transmission if by facsimile, provided that such transmission is promptly confirmed by hand delivery, mail or courier as provided above, and each such communication or notice shall be addressed as follows, unless and until any party notifies the other in accordance with this Section of a change of address:

If to the Company:	ARxIUM, Inc. 1400 Busch Parkway Buffalo Grove, IL 60089 Fax: 847.512-0472 Attn: Contracts
If to the Customer:	_____ _____ _____ Fax: _____

21. Counterparts; Facsimiles. This Agreement may be executed in more than one counterpart and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. HIPAA Business Associate Agreement. To the extent applicable and required by law, the Company agrees to comply with the Health Insurance Portability and Accountability Act in accordance with the terms set forth in Schedule G.

23. EEO Requirements. The Company warrants that it does not and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap, or as otherwise may be prohibited by law, and will meet affirmative action obligations as imposed by law. The Company agrees to comply with the provisions of 29 CFR part 470.

24. Books and Records. Unless otherwise required by the terms of the MMCA Infuse Master Agreement, to the extent required by 42 U.S.C. §1395x(v)(1), until four (4) years after termination of this Agreement, the Company will make available upon written request to the Secretary of the U.S. Department of Health & Human Services ("HHS"), the Comptroller General, or their authorized representatives, a copy of this Agreement and all records required to certify the nature and extent of costs of products and services provided by the Company under this

CONFIDENTIAL

ATTACHMENT D

<http://www.medselect.com/AR/Contracts/Default.aspx>

Agreement. The Company will ensure, to the extent it carries out its duties through a subcontract with a value or cost of \$10,000 or more in a twelve (12) month period with a related organization, such subcontract will contain similar provisions. Notwithstanding the foregoing, the Company will have no obligation to make public documents subject to attorney-client privilege.

25. Disclosure. Customer will comply with all laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

IN WITNESS WHEREOF, the parties have executed this Equipment Purchase and Software License Agreement as of the date(s) set forth below.

[CUSTOMER'S NAME]

ARXIUM, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ATTACHMENT D
SCHEDULE A**

Customer Name:

Billing Address:

Customer Facility: Same as above

Contact Name:

Phone/Fax:

As proposed, the System consists of the following components and pricing:

Summary:

See Attached schedules for detailed information:

Payment Terms:

Warranty Period:

Twelve (12) Months from the earlier of the Customer's receipt of Installation Notice or ninety (90) days subsequent to Delivery.

Standard Terms:

(1) All quotes contained herein are firm for sixty (60) days and all monetary amounts specified are in US dollars. Shipping is included unless otherwise indicated. Applicable taxes are not included. Systems that require special handling or delivery (including, but not limited to, a forklift or other special equipment) during installation will be charged separately.

(2) Implementation Fee is applicable to services provided during regular business hours (8 AM – 5 PM, Customer's local time, Monday to Friday, excluding holidays). Additional fees will be charged for services provided outside the regular business hours.

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Accurate as of October 29, 2021

The most current version

ATTACHMENT D
SCHEDULE B

<http://www.mmd.admin.state.il.us/MEV/CAP/Contracts/Default.aspx>

MedSelect™ Flex Implementation Project Milestones

Customer Name: _____

Date of Agreement: _____

This document (this "Implementation Plan") applies to the Systems identified in Schedule A in this Agreement. Company and Customer shall complete each activity described below on or before the Completion Date stated for the activity. To avoid rescheduling penalties, the Customer must commit to the completion of all Project Milestones no later than thirty (30) days prior to the scheduled Installation date. If Company is required to reschedule the Installation within thirty (30) days of the original scheduled date due to Customer's failure to complete one of its duties in the Implementation Plan, Customer is subject to a rescheduling fee for the actual costs incurred by Company and applicable travel expenses evidenced in writing. Note: if the System is installed in more than one phase, an Implementation Plan must be created for each phase.

Project Milestone	Description	Completion Date
Interface Specification Worksheets	Customer will complete and return the Interface Worksheet provided by ARxIUM. Once the interface worksheet has been reviewed by ARxIUM, the Customer will need to approve the final interface specification.	
Formulary Import	Customer will provide an electronic copy of their complete formulary list as detailed in the MedSelect formulary import information.	
User Imports	Customer will provide an electronic copy of their complete user import as detailed in the MedSelect user import information.	
Sig Code Imports	Customer will provide an electronic copy of their complete Sig Code import as detailed in the MedSelect Sig Code import information.	
Server Site Preparation	Customer will provide a location for the server to be installed that includes emergency power (recommended), UPS, and Network.	
Remote Access	Customer will work with ARxIUM to provide a preferred method for remote support (VPN, SecureLink, etc.).	
Customer Interfaces	Customer will install or have installed the Pharmacy Information System portion of all applicable interfaces to permit Customer's system and interfaces to function with the MedSelect System in accordance with MedSelect specifications.	
MedSelect Interfaces	ARxIUM will install or have installed the applicable interface applications needed to communicate with Customer's Pharmacy System.	
Floor Plan Drawing	Customer to sign off on proposed MedSelect floor plan design and specifications.	
Station Preparation	Customer will complete all construction elements (fixtures, electrical, network lines, etc.) required to install the MedSelect system according to the approved drawing.	
Hardware	Customer will provide computers capable of running the Administration Workstation Software. The computers will need to reside on the Customer's network and have the ability to print reports to a printer provided by the Customer.	
Equipment Delivery	ARxIUM will deliver the equipment as scheduled in the project plan. Customer will accept, inspect, and inventory the equipment when it arrives. It is the responsibility of the Customer to notify ARxIUM and note on the shipper's bill of lading any damage or equipment shortage.	
Virus Protection/Windows Update	Customer will install and maintain all virus protection software and Windows updates on the computer(s) supplied by ARxIUM or connected to ARxIUM devices.	
Training – Corporate	Level 1 Super User Training will be provided at the Company's Buffalo Grove, IL training facility for newly purchased solutions. Customer may send up to two qualified individuals who meet the training department's criteria for the training. The criteria are provided at the time of course registration. There is no cost for the initial training. The Customer is responsible for its own travel and expenses. Customers who wish to send more than two trainees will be charged a fee of \$500.00 per day per individual per course. The Customer will also be responsible for travel and expenses for additional attendees.	
Go-Live Support	ARxIUM will provide: Pharmacy Go-Live Support 24 hours (3x8 hour days) during initial station Go-Live; Nursing Go-Live Support 1 hour per shift for up to 3 shifts on the day of Go-Live for the initial station.	

CUSTOMER	ARxIUM, INC.
Signature _____	Signature _____
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____

****NOTE TO CUSTOMER: THIS DOCUMENT IS REPRESENTATIVE OF THE FINAL SCHEDULE. DO NOT SIGN UNTIL FINAL (i.e. until the dates have been filled in by mutual agreement of the parties).**

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INSTALLATION NOTICE

Customer Name: _____

Address: _____

City, State, Zip: _____

System Manager: _____

Customer #: _____

Original Agreement Date: _____

Addendum Date: _____

Project #	Serial #	System	System Location	Installation Date

In accordance with the terms of the Agreement between Company and Customer, this Installation Notice serves as the Company's confirmation of the following:

- I. Company has delivered and completed all of its installation obligations for each System.
- II. Company acknowledges that the System(s) is/are functioning in accordance with the specifications of the Operator Manuals and is/are available for use at Customer's facility.
- III. Commencement of the Warranty Period.
- IV. Company's right to receive payment in full for the System (i.e. the final payment due from Customer or the payment due from a third party financing institution in accordance with the terms of the Agreement and any related documents).

ARxIUM, Inc.

By: _____

Name: _____

Title: _____

Date: _____

****NOTE TO CUSTOMER: THIS DOCUMENT IS REPRESENTATIVE OF THE FINAL INSTALLATION NOTICE. THIS NOTICE WILL NOT BE SIGNED UNTIL COMPLETION OF INSTALLATION BY THE COMPANY.**

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**ATTACHMENT D
SCHEDULE D**

MEDSELECT DISCLAIMERS/LIMITATIONS OF WARRANTIES

MEDSELECT DISCLAIMER:

Prices do not include construction, demolition, wiring, cabling, network installation, or equipment relocation. Prices also do not include applicable federal, state, or local taxes. Information system vendor may be required to perform certain interface changes which are not included in this agreement. All installation work to be performed during normal work hours (7:00 am to 5:00 pm) excluding weekends and holidays.

Data Conversion Specifications

1. Download (from Customer's existing information system) and transfer formulary for pharmacy system.
2. Download (from Customer's existing information system) and transfer the appropriate user database including physicians and nurse lists.

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SUPPORT SERVICES (for MedSelect Only)

A. Warranty Services. During the Warranty Period, the Company will provide Warranty Services in accordance with Section 9 of the Agreement of which this Schedule E is a part and subject to the additional following terms and conditions.

- (a) Emergency phone support services will be provided at no charge, 24 hours per day, 7 days per week. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
- (b) For on-site service, the Company or its designates will respond on-site to service calls via next available mode of commercial transportation in the event phone service and trained service technicians cannot resolve the problem remotely.
- (c) The Company will use reasonable efforts to correct verifiable and reproducible errors or problems that materially and adversely interfere with Customer's use of the System within a reasonable period of time upon the Company becoming aware of the error or problem. The Company may provide a correction to an error or a problem by means of a "temporary fix" consisting of programming or a work-around, in which case Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable.
- (d) Materials for repairs under warranty will be furnished by the Company at no additional charge on an exchange basis.

B. Purchase of Post-Warranty Services with respect to Equipment listed in Schedule A. Customer hereby subscribes to the following Support Services to be rendered by the Company following the conclusion of the Warranty Period:

Initial Support Term

Please initial beside desired length of initial support term:

4 years ____

3 years ____

2 years ____

1 year ____

Standard Product Pricing

Product & Agreement Type	Annual Plan
_____	\$ _____

- (a) Post-Warranty Support Services shall commence on the date of termination of the Warranty Period and shall continue for the Initial Support Term subject to renewal or termination in accordance with the terms of the Agreement. **The Support Term shall be subject to renewal in accordance with Section 12(a) of the Agreement and termination in accordance with Section 12(b) of the Agreement.**
- (b) In addition to any other rights that it might have hereunder, either party may terminate the obligation with respect to the Support Services, in whole or in part, upon breach by the other party of any material obligation with respect to such Support Services by giving written notice thereof to the defaulting party, provided that the default is not cured within thirty (30) days following notice thereof (and provided further that neither party shall be permitted repeatedly to cure multiple breaches of the same obligation). In addition, this Support Term may be terminated immediately by the Company, at its sole discretion, (i) if Customer becomes insolvent or becomes the subject of any receivership, bankruptcy, or similar proceeding; or (ii) if the Software License granted to the Customer pursuant to this Agreement has been terminated.

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(preapproval required, not available in all locations)

Except as expressly provided herein, during the Term of the Agreement, the Company, through its employees or subcontractors, will provide to Customer System Maintenance Services as defined below, 24 hours per day, 7 days per week:

1. **Emergency Telephone Support.** Emergency telephone support for the System will be provided to Customer's system administrator and other Customer personnel who have been trained by the Company to use the System. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
2. **Application Support.** The Company will provide System application support to Customer (for troubleshooting and not for training purposes) by telephone in response to inquiries by Customer's system administrator and other Customer personnel who have been trained by the Company to properly use the System.
3. **On-Site Service.** On-site service will be provided via next available mode of commercial transportation in the event phone service and trained service technicians cannot resolve the problem remotely.
4. **Repairs.** The Company represents and warrants that all of the Services provided in this Agreement will be rendered with appropriate diligence and shall be executed in a professional manner in accordance with industry standards. Reasonable efforts will be used to correct verifiable and reproducible malfunctions by repairing the applicable System within a reasonable period of time after Customer reports each such malfunction in accordance with the Company's standard reporting procedures. The Company may provide a correction to a problem by means of a "temporary fix" consisting of programming or a work-around, in which case the Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable. The Company will coordinate the provision of any necessary replacement parts (whether new, used, or refurbished) and installation of same. The cost of all such replacement parts shall not be charged to Customer. Customer will pay the Company at the Company's then-current premium rates for all work expended investigating or correcting a malfunction, including the cost of any necessary replacement parts, that the Company reasonably determines to have been caused by: (a) any software (other than the licensed Software); (b) any misuse of the System; (c) any modification of the System by anyone other than the Company or as authorized by the Company; or (d) any other Excluded Event or Excluded Item.
5. **Additional System Services.** Upon Customer's request and solely at Customer's expense (including any applicable overtime charges), the Company will provide additional equipment services ("Additional System Services") subject to the availability of appropriate Company personnel. The Company will charge Customer for the Additional System Services at standard rates (including any applicable overtime charges) then in effect for customers that are party to maintenance agreements with the Company with similar equipment.

Annual Preferred Service Plan

During the Term of the Agreement, the Company, through its employees or subcontractors, will provide to Customer System Maintenance Services as defined below, 24 hours per day, 7 days per week for Emergency Telephone Support and Application Support and between the hours of 8:00 a.m. and 11:00 p.m. (local time), Monday to Sunday for Onsite Service and Repairs:

1. **Emergency Telephone Support.** Emergency telephone support for the System will be provided to Customer's system administrator and other Customer personnel who have been trained by the Company to use the System. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
2. **Application Support.** The Company will provide System application support to Customer (for troubleshooting and not for training purposes) by telephone in response to inquiries by Customer's system administrator and other Customer personnel who have been trained by the Company to properly use the System.
3. **On-Site Service.** On-site service will be provided via next available mode of commercial transportation in the event phone service and trained service technicians cannot resolve the problem remotely.
4. **Repairs.** The Company represents and warrants that all of the Services provided in this Agreement will be rendered with appropriate diligence and shall be executed in a professional manner in accordance with industry standards. Reasonable efforts will be used to correct verifiable and reproducible malfunctions by repairing the applicable System within a reasonable period of time after Customer reports each such malfunction in accordance with the Company's standard reporting procedures. The Company may provide a correction to a problem by means of a "temporary fix" consisting of programming or a work-around, in which case the Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable. The Company will coordinate the provision of any necessary replacement parts (whether new, used, or refurbished) and installation of same. The cost of all such replacement parts shall not be charged to Customer. Customer will pay the Company at the Company's then-current premium rates for all work expended investigating or correcting a malfunction, including the cost of any necessary replacement parts, that the Company reasonably determines to have been caused by: (a) any software (other than the licensed Software); (b) any misuse of the System; (c) any modification of the System by anyone other than the Company or as authorized by the Company; or (d) any other Excluded Event or Excluded Item (as defined in Section C(3) below).
5. **Additional System Services.** Upon Customer's request and solely at Customer's expense (including any applicable overtime charges), the Company will provide additional equipment services ("Additional System Services") subject to the

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availability of appropriate Company personnel. The Company will charge Customer for the Additional System Services at standard rates (including any applicable overtime charges) then in effect for customers that are party to maintenance agreements with the Company with similar equipment.

Annual Basic Service Plan

During the Term of the Agreement, the Company, through its employees or subcontractors, will provide to Customer System Maintenance Services as defined below, 24 hours per day, 7 days per week for Emergency Telephone Support and Application Support and between the hours of 8:00 a.m. and 5:00 p.m. (local time), Monday to Friday for Onsite Service and Repairs:

1. **Emergency Telephone Support.** Emergency telephone support for the System will be provided to Customer's system administrator and other Customer personnel who have been trained by the Company to use the System. The Company will use commercially reasonable efforts to respond by telephone or modem to emergency calls for service in less than one hour after notification.
2. **Application Support.** The Company will provide System application support to Customer (for troubleshooting and not for training purposes) by telephone in response to inquiries by Customer's system administrator and other Customer personnel who have been trained by the Company to properly use the System.
3. **On-Site Service.** On-site service will be provided via next available mode of commercial transportation in the event phone service and trained service technicians cannot resolve the problem remotely.
4. **Repairs.** The Company represents and warrants that all of the Services provided in this Agreement will be rendered with appropriate diligence and shall be executed in a professional manner in accordance with industry standards. Reasonable efforts will be used to correct verifiable and reproducible malfunctions by repairing the applicable System within a reasonable period of time after Customer reports each such malfunction in accordance with the Company's standard reporting procedures. The Company may provide a correction to a problem by means of a "temporary fix" consisting of programming or a work-around, in which case the Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable. The Company will coordinate the provision of any necessary replacement parts (whether new, used, or refurbished) and installation of same. The cost of all such replacement parts shall not be charged to Customer. Customer will pay the Company at the Company's then-current premium rates for all work expended investigating or correcting a malfunction, including the cost of any necessary replacement parts, that the Company reasonably determines to have been caused by: (a) any software (other than the licensed Software); (b) any misuse of the System; (c) any modification of the System by anyone other than the Company or as authorized by the Company; or (d) any other Excluded Event or Excluded Item (as defined in Section C(3) below).
5. **Additional System Services.** Upon Customer's request and solely at Customer's expense (including any applicable overtime charges), the Company will provide additional equipment services ("Additional System Services") subject to the availability of appropriate Company personnel. The Company will charge Customer for the Additional System Services at standard rates (including any applicable overtime charges) then in effect for customers that are party to maintenance agreements with the Company with similar equipment.

C. Additional Terms. The following additional terms shall apply to all Support Services supplied in accordance with Section B of this Schedule E. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement of which this Schedule E is a part.

1. **System Maintenance and Support Services.**
 - (a) Customer hereby engages the Company, and the Company hereby agrees, to provide, through Company employees or subcontractors, at the Company's discretion, the maintenance services for the System under the service plan indicated above, which plan is described more fully herein (the "Support Services"). All Support Services provided hereunder will be subject to the terms and conditions contained in the Agreement and in this Schedule E.
 - (b) Provision of the Services is subject to, and conditional on, Customer providing the Company with sufficient support and test time on the System as requested, from time to time, by the Company.
 - (c) The Customer acknowledges and agrees that the Company does not promise or guarantee that the System will operate without interruption while the Services are being performed.
2. **System Maintenance Fees; Other Fees.**
 - (a) Customer shall pay to the Company for the Support Services the fees set forth herein or in Schedule A in relation to the Support Services, subject to adjustment annually pursuant to this Schedule E (the "Service Fee"). The pricing may be adjusted in accordance with the MMCAP Infuse Master Agreement. During the Initial Term as selected above, the annual adjustment may in no event exceed the aggregated increase in the Medical Consumer Price Index, US City Average for Urban Wage Earners and Clerical Workers (CPI-W), Medical Care (not seasonally adjusted), as published by the U.S. Department of Labor, for the twelve (12) months preceding the determination of such adjustment.
 - (b) In addition to the Service Fee, Customer shall pay all applicable sales and use taxes on all Services, shipping fees, all reasonable travel and living expenses associated with Services provided on-site, and all expenses the Company incurs in connection with any item or event not covered under the Agreement.
 - (c) The Company shall invoice Customer in advance for the Service Fee and each such invoice shall be due and payable within thirty (30) days of its date. Except as provided in the MMCAP Infuse Master Agreement, Customer shall not make any reduction or abatement of any amount owed to the Company hereunder and Customer shall not be entitled to any set-off without the Company's express written consent. Customer shall pay the Company a service charge of 1½% per

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month (or as dictated by law) on all past due invoices. Payments shall be applied first to any service charge which has accrued and then to Customer's past due invoices, starting with the longest overdue invoice.

- (d) In addition to any other remedy available to the Company, Support Services may be suspended upon ten (10) days' prior notice if any payment is not received when due.
- (e) The Company may, at its option, revise the Service Fee and hourly rates by providing Customer with written notice thereof no later than sixty (60) days prior to the end of the then-current Support Term. Such revised Service Fee shall become effective upon the effective date of the renewal.
- (f) Notwithstanding any term herein to the contrary, the Service Fee does not include expenses pertaining to, and Customer expressly assumes all costs of, any Excluded Item or Excluded Event.

3. Service Exclusions. The Support Services shall be subject to the same exclusions contained in Section 9(b) of the Agreement (collectively, the "Excluded Events"). In addition, the Services and the Service Fee do not include (i) furnishing any disposable supplies such as vials, caps, printer ribbons, packing film or paper (although the Company will, at the time of preventive maintenance for premium support plans, replace any batteries, fuses, lamps, hoses, tubing, and filters which are internal to the System); (ii) painting, refinishing, or refurbishing the System or furnishing materials therefor; (iii) adding, removing, or maintaining accessories, attachments, or other devices; (iv) servicing any items other than the Equipment or Software; or (v) training of Customer personnel (collectively, "Excluded Items"). In the event that the Company, at its sole and absolute discretion, elects to provide any support or service in connection with or related to any Excluded Event or Excluded Item, Customer shall pay Company's then prevailing rates and expenses.

4. Service Warranty; Remedies; Limitations of Liability.

- (a) The Company warrants, solely for the benefit of the Customer, that the Company will perform the Support Services in a professional and workmanlike manner. The Company's sole responsibility under this warranty shall be, at the Company's option, to either repair or replace the System or portion thereof that fails to comply with this warranty. **THE FOREGOING LIMITED WARRANTY IS FURTHER SUBJECT TO THE LIMITATIONS SET FORTH IN THE AGREEMENT.**

5. Terms and Conditions. To the extent applicable, and except to the extent provided otherwise in this Schedule E, the terms and conditions set forth in the Agreement shall govern all matters relative to the Support Services. In the event of any conflict between a provision set forth in this Schedule E and the Agreement, the provision set forth in this Schedule E will control.

6. Miscellaneous. This Schedule E and the terms and conditions of the Agreement together constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. This Schedule E may not be amended except by a written agreement executed by the parties hereto.

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AUTHORIZED DISPOSABLES, EQUIPMENT AND SUPPLIES

Product Family	Product Code	Authorized Consumables, Equipment and Supplies	Quantity Description
MedSelect	10-501004-000A	UDM - Coil - 1.0" x 40	each
MedSelect	10-501004-000B	UDM - Coil - 1.0" x 30	each
MedSelect	10-501004-000C	UDM - Coil - 1.0" x 20	each
MedSelect	10-501004-000D	UDM - Coil - 1.0" x 15	each
MedSelect	10-501005-000A	UDM - Coils - 1.4" x 40	each
MedSelect	10-501005-000B	UDM - Coils - 1.4" x 30	each
MedSelect	10-501005-000C	UDM - Coils - 1.4" x 20	each
MedSelect	10-501036-000A	UDM - Large Guide - Coil Shelf	each
MedSelect	10-501037-000A	UDM - Retainer - Coil Shelf	each
MedSelect	10-501043-000B	UDM - Ampule Guide - Coil Shelf	each
MedSelect	10-501044-000A	UDM - Short - Medication Limit - Coil Shelf - 0.313	each
MedSelect	10-501044-000B	UDM - Long - Medication Limit - Coil Shelf - 0.375	each
MedSelect	10-501045-000A	UDM - Guide - Injectable Bin - Small	each
MedSelect	10-501045-000B	UDM - Guide - Injectable Bin - Medium	each
MedSelect	10-501045-000C	UDM - Guide - Injectable Bin - Large	each
MedSelect	10-501047-000A	UDM - Injectable Bin - Small	each
MedSelect	10-501047-000B	UDM - Injectable Bin - Medium	each
MedSelect	10-501047-000C	UDM - Injectable Bin - Large	each
MedSelect	10-501234-000A	UDM - Guide - Length - Bin - Injectable	each
MedSelect	10-501171-000A	DM - Large Drawer Liner Kit	each
MedSelect	10-501194-000A	DM - Return/Retrieve Drawer Liner	each
MedSelect	10-501229-000A	DM - Small Drawer Liner Kit	each
MedSelect	10-501229-000B	DM - Medium Drawer Liner Kit	each
MedSelect	10-501601-000A	DM - Divider Kit, Small Drawer Liner	each
MedSelect	10-501601-000B	DM - Divider Kit, Medium Drawer Liner	each
MedSelect	10-501601-000C	DM - Large Drawer Divider Kit - 5 horizontal, 4 vertical	each
MedSelect	49-205926-000A	DM - SIA drawer Med Clip - Regular	each
MedSelect	49-205926-000B	DM - SIA drawer Med Clip - Large	each
MedSelect	10-501346-000A	DM/SCM - Security Tether Kit - (for DM/SCM)	each
MedSelect	10-501176-000A	SCM - Fixed Shelf Divider - Short (2/kit)	each
MedSelect	10-501176-000B	SCM - Fixed Shelf Divider - Tall (2/kit)	each
MedSelect	10-500530-000E	SCM/SST - Fixed Shelf Bin Kit, Small	each
MedSelect	10-500530-000F	SCM/SST - Fixed Shelf Bin Kit, Medium	each
MedSelect	10-500530-000G	SCM/SST - Fixed Shelf Bin Kit, Large	each
MedSelect	10-500530-000H	SCM/SST - Fixed Shelf Bin Kit, Extra Large	each
MedSelect	10-500147-000A	SST - Divider, Short, Fixed Shelf (5/kit)	each
MedSelect	10-500147-000B	SST - Divider, Tall, Fixed Shelf	each
MedSelect	19-040187-000A	SST - Fixed Shelf Dividers, (5/kit)	each
MedSelect	49-017109-000A	SST - Horz Divider, Tall Sliding Shelf	each
MedSelect	49-017109-000B	SST - Horz Divider, Short Sliding Shelf	each
MedSelect	49-017136-000A	SST - Vert Divider, Tall Sliding Shelf	each
MedSelect	49-017136-000B	SST - Vert Divider, Short Sliding Shelf	each
MedSelect	49-021219-000A	SST - Fixed Shelf Tall Dividers (5/kit)	each
MedSelect	10-500497-000A	Keyboard Cover	each
MedSelect	19-040047-000A	Receipt Printer Paper	roll
MedSelect	19-040047-000B	Receipt Printer Paper	50 rolls/case
MedSelect	AB00563-A	Label Printer, Thermal Label, 2" x 4"	12 rolls/case
MedSelect	AB01490-A	Large Lockable Return Drug Box, 1-3/4"	each

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BUSINESS ASSOCIATE AGREEMENT

(Customer BAA may be substituted at Customer's discretion)

This Business Associate Agreement (this "BA Agreement"), effective as of _____ (the "Effective Date"), is entered into by and between **ARxIUM, Inc.** ("Business Associate") and _____ ("Covered Entity") (each a "Party" and collectively the "Parties"). This BA Agreement amends any written and oral agreements existing as of the Effective Date between Covered Entity and Business Associate, and such terms shall apply to any future written or oral agreement between such Parties whether or not this BA Agreement is incorporated by reference, and all such agreements shall be collectively referred to as the "Agreement," whether written or oral, provided that the singular shall mean the plural as the context so requires.

RECITALS:

WHEREAS Business Associate provides or will provide equipment and/or services to Covered Entity that might involve the use, disclosure, and/or creation of Protected Health Information ("PHI").

WHEREAS Covered Entity and Business Associate desire to enter into this BA Agreement to address certain requirements that are now or will become applicable to Covered Entity (and, in certain instances, to Business Associate) pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. L. 104-191), as amended by, among other authorities, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (42 U.S.C. § 17921 et seq.) (a section of the American Recovery and Reinvestment Act of 2009), and various implementing regulations, including, as defined below, the Privacy Rule, Security Rule, and Breach Notification Rule.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this BA Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS.

Any citations in the definitions below shall reference the provision as currently drafted and as it is subsequently updated, amended, or revised, as applicable. Capitalized terms or phrases used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms or phrases in the Privacy Rule, Security Rule, or Breach Notification Rule, as applicable.

- 1.1 **Breach.** Breach shall have the meaning given to such term in 45 C.F.R. § 164.402.
- 1.2 **Breach Notification Rule.** Breach Notification Rule shall mean the interim final rule related to breach notification for Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164.
- 1.3 **Designated Record Set.** Designated Record Set shall have the meaning given to such phrase in 45 C.F.R. § 164.501.
- 1.4 **Electronic Protected Health Information or ePHI.** ePHI shall have the meaning given to such phrase in 45 C.F.R. § 160.103.
- 1.5 **Individual.** Individual shall have the meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.6 **Health Care Operations.** Health Care Operations shall have the meaning given to such phrase in 45 C.F.R. § 164.501.
- 1.7 **Privacy Officer.** Privacy Officer shall have the meaning given to such phrase in 45 C.F.R. § 164.530(a)(1).
- 1.8 **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.9 **Protected Health Information or PHI.** PHI shall have the meaning as given to such phrase in 45 C.F.R. § 160.103.
- 1.10 **Required by Law.** Required by Law shall have the meaning given to such phrase in 45 C.F.R. § 164.103.
- 1.11 **Security Rule.** Security Rule means the Security Standards for Protection of Electronic Protected Health Information, codified at 45 C.F.R. § 164 Subparts A and C.
- 1.12 **Secretary.** Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.13 **Security Incident.** Security Incident shall have the meaning given to such phrase in 45 C.F.R. § 164.304.

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1.14 **Unsecured PHI.** Unsecured PHI shall have the meaning given to such phrase in the Breach Notification Rule at 45 C.F.R. § 164.402.

2. **PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE.**

2.1 **Services.** Pursuant to the Agreement, Business Associate provides services ("Services") for, or on behalf of, Covered Entity that involve the use, disclosure, and/or creation of PHI. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Agreement. All other uses and disclosures not authorized by this BA Agreement are prohibited. Moreover, Business Associate may use and disclose PHI for the purposes authorized by this BA Agreement only: (i) to its employees, subcontractors, and agents, in accordance with Section 3.5; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this BA Agreement including, but not limited to, Sections 2.2 and 2.3 below.

2.2 **Uses and Disclosures by Business Associate.** Unless otherwise limited herein, Business Associate may:

2.2.1 Use, consistent with 45 C.F.R. §164.504(e)(4), the PHI in its possession if necessary (i) for its proper management and administration and/or (ii) to carry out any present or future legal responsibilities of Business Associate provided that such uses are permitted under state and federal confidentiality laws.

2.2.2 Disclose, consistent with 45 C.F.R. § 164.504(e)(4), the PHI in its possession to third parties for the purpose of its proper management and administration and/or to carry out any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that (i) the disclosures are Required by Law, as provided for in 45 C.F.R. § 164.103; or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164.504(e)(4) and the third party notifies Business Associate of any breaches in the confidentiality of the PHI.

2.3 **Additional Activities of Business Associate.** In addition to using and disclosing the PHI to perform the Services and the purposes enumerated in Section 2.2, Business Associate may:

2.3.1 If the Agreement is for data aggregation services, Business Associate may, consistent with 45 C.F.R. § 164.504(e)(2)(i)(B), aggregate the PHI in its possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a business associate to said other covered entities provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to the Health Care Operations of Covered Entity. Under no circumstances may Business Associate disclose PHI of Covered Entity to another entity, including a covered entity, absent the explicit authorization of Covered Entity.

2.3.2 De-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BA Agreement.

2.3.3 Use and/or disclose PHI to report violations of law to appropriate federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. **PRIVACY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.** With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to do the following:

3.1 Use and/or disclose the PHI only as permitted or required by this BA Agreement, including as permitted in Section 2.2 and 2.3, or as otherwise permitted or Required by Law.

3.2 Report to Covered Entity's designated Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BA Agreement of which Business Associate becomes aware within fifteen (15) days of Business Associate becoming aware of such unauthorized use and/or disclosure.

3.3 Establish procedures for mitigating, to the extent practicable, any deleterious effects from any improper use and/or disclosure of PHI that Business Associate reports to Covered Entity.

3.4 Use commercially reasonable efforts and safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI.

3.5 Require all of its subcontractors and agents that receive or use, or have access to, PHI under this BA Agreement to agree, in writing, to adhere to substantially similar restrictions and conditions (in all material respects) on the use and/or disclosure of PHI and other restrictions and requirements that relate to PHI that apply to Business Associate pursuant to Sections 2 through 5 of this BA Agreement.

3.6 Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to the Secretary of the Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges.

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- 3.7 Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to Covered Entity within fifteen (15) days for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this BA Agreement.
- 3.8 Within fifteen (15) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual to inspect and obtain a copy of PHI about the Individual that is maintained in a Designated Record Set, for as long as the PHI is maintained in the Designated Record Set, in accordance with 45 C.F.R. § 164.524; to amend PHI or a record about the Individual in a Designated Record Set, for as long as PHI is maintained in the Designated Record Set, in accordance with 45 C.F.R. § 164.526; and for an accounting of the disclosures of the Individual's PHI in accordance with 45 C.F.R. § 164.528.
- 3.9 Disclose to its subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- 3.10 The additional requirements of Subtitle D of the HITECH Act that relate to privacy of PHI and that are made applicable with respect to Covered Entities shall also be applicable to Business Associate and are incorporated herein by reference. In the event the Secretary issues regulations that require specific modifications to Business Associate Agreements related to these provisions, the parties agree to take such action as is necessary to amend this BA Agreement to meet the requirements of these provisions of the HITECH Act.

4. SECURITY RULE AND HITECH ACT RESPONSIBILITIES OF THE BUSINESS ASSOCIATE. With regard to its use and/or disclosure of ePHI, Business Associate hereby agrees to do the following:

- 4.1 Implement Administrative, Physical and Technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the ePHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity pursuant to this BA Agreement. Also, pursuant to the HITECH Act, 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, which relate to security of ePHI, shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security of ePHI and that are made applicable with respect to Covered Entities shall also be applicable to Business Associate and by this reference hereby are incorporated into this BA Agreement. In the event the Secretary issues regulations that require specific modifications to Business Associate Agreements related to these provisions, the parties agree to take such action as is necessary to amend this BA Agreement to meet the requirements of these provisions of the HITECH Act.
- 4.2 Ensure that any agent, including a subcontractor, to whom it provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it.
- 4.3 Report to Covered Entity any Security Incident of which it becomes aware that involves the Confidentiality, Integrity or Availability of the ePHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity, provided, however, that trivial attempts to penetrate Business Associate's networks or systems that occur on a daily basis, such as scans, "pings", or other unsuccessful attempts to penetrate such computer networks or systems will not be reported. Separate from the requirements related to Security Incident reporting, Business Associate shall also make the reports to Covered Entity as set forth below in Section 5 related to a Breach of Unsecured PHI.
- 4.4 Authorize termination of this BA Agreement by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this BA Agreement, in accordance with Section 6.2 below of this BA Agreement.

5. BREACH NOTIFICATION RULE OBLIGATIONS.

- 5.1 Notwithstanding Section 3.2, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured PHI, it will, following the discovery of a Breach of such information, notify Covered Entity within five (5) days of such Breach.
- 5.2 Any notice pursuant to Section 5.1 will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired, or disclosed during such Breach. Business Associate will also provide to Covered Entity other available information that Covered Entity is required to include in its notification to the Individual.

6. TERM AND TERMINATION.

- 6.1 **Term.** This BA Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 6. In addition, certain provisions and requirements of this BA Agreement shall survive its expiration or other termination in accordance with Section 9.1 herein.
- 6.2 **Termination by Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and under 45 C.F.R. § 164.314(a)(2)(D), Covered Entity may immediately terminate this BA Agreement, any other provision of the Agreement notwithstanding, if Covered Entity makes the determination, at its sole discretion, that Business Associate has breached a material term of this BA Agreement. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of an alleged breach; and (ii) afford Business Associate an opportunity to cure said alleged breach. Failure to cure in the

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manner set forth in this Section 6.2 is grounds for the immediate termination of this BA Agreement and the Agreement by Covered Entity, any other provision of the Agreement notwithstanding.

6.3. Termination by Business Associate. Business Associate shall have the same rights and options related to termination as set forth in Section 6.2 with respect to Covered Entity.

6.4 Effect of Termination. Upon the event of termination pursuant to this Section 6, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this BA Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractor and agent to agree to extend any and all protections, limitations, and restrictions contained in this BA Agreement to the subcontractor's and/or agent's use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. Any termination of the Agreement as provided in this Section 6 shall be without liability or further obligation on the part of Covered Entity except those provisions that survive any termination of the Agreement.

7. MISCELLANEOUS.

7.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2, 3, 4, 5, 6.3, and 7.1, solely with respect to PHI Business Associate retains in accordance with Section 6.3 because it is not feasible to return or destroy such PHI, shall survive termination of this BA Agreement indefinitely.

7.2 Amendments; Waiver. This BA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

7.3 No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below.

If to Business Associate, to:
ARxIUM, Inc.
1400 Busch Parkway
Buffalo Grove, IL 60089
Attention: Privacy Officer

If to Covered Entity, to:

with a copy to:

Attn: Privacy Officer

Attn: _____

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

7.5 Counterparts; Facsimiles. This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

7.6 Limitation of Liability. Neither Party will be liable to the other Party for any incidental, consequential, special, nor punitive damages with respect to the matters addressed in this Agreement.

7.7 Severability. Should any provision of this Agreement be held illegal, invalid, or unenforceable by any governmental body or court of competent jurisdiction, such holding shall not diminish the validity or enforceability of any other provision of this Agreement.

CONFIDENTIAL

ATTACHMENT D

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

[CUSTOMER]

ARXIUM, INC.

Covered Entity

Business Associate

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIAL

SCHEDULE H



**Statement of Work
Implementation Planning and Requirements Document**

MedSelect™ Flex

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Section 1: Introduction and Overview

ARxIUM is dedicated to ensuring that we have the right technology solution to meet the goals and objectives of your organization and that together we implement this technology in a timely and cost-efficient manner.

The purpose of this document is to lay the foundation of the partnership necessary to ensure that together we meet the desired outcome associated with the implementation of the technology. In the following pages we will convey what must be considered and what is required in anticipation of the Implementation kick-off meeting.

It is during the kick-off meeting that the Project team, which will consist of both ARxIUM staff and representatives from your organization, will develop a detailed project plan consistent with the goals and objectives of your organization. The project plan will define the specific tasks to be performed by each party with corresponding timelines. With a project of this scope, you can expect a timeline between **120-300 days**, with a resource commitment from your facility of approximately **300-1200 man-hours** (depending on the number of cabinets to be installed) divided among multiple disciplines within your organization such as IT, Facilities, pharmacy, etc. The project specific requirements, project milestones, and tasks will be communicated by the implementation team throughout the implementation process and are beyond the scope of this document. This system includes standard interfaces and a project plan for a thorough and complete implementation.

The terms of this document are subject to the terms and conditions stated in the Equipment Purchase and Software License Agreement to be executed by ARxIUM and the Customer. The terms of the Equipment Purchase and Software License Agreement shall govern in the event of a conflict between the terms of this Implementation Planning and Requirements Document and the executed Equipment Purchase and Software License Agreement.

Section 2: Implementation Requirements and Considerations

Prior to the initial kick-off meeting, it is essential that the following items be reviewed and where stated, completed in advance. The goal is to be as prepared as possible for the kick-off meeting to ensure the technology is implemented in a timely manner. Failure to complete these requirements will impact the schedule and resources required for the project if not addressed and completed prior to the start of implementation.

Drug List / Database Requirements

- Customer may be required to provide some or all of the following:
 - Customer will provide an electronic file of its complete formulary list including unique item code, generic drug name, trade name, strength, size, size units, and form. Cost, NDC, and charge code may be included.
 - Import files:
 - Formulary, user, physician, location, and sig code files

Facility Requirements

- Customer is responsible for providing adequate operating system, antivirus software, and workstations. Customer is responsible for any changes needed regarding any construction or electrical, HVAC, and environmental requirements for proper installation.
- A floor plan should be available to identify the placement of the MedSelect Flex cabinets and the server unit.
- If construction is needed, the facility should be renovated for facility readiness, including
 - Floor space, workflow, electrical, and data requirements.
- Customer will provide dedicated personnel to stock the MedSelect Flex cabinets (allow four to eight hours per station).
- Customer will actively engage the pharmacy staff in all system design decisions.
- Customer will ensure all third party vendors are available on the dates listed within the project plan.
- Electrical Requirements:
 - Server CPU: AC 115V 60Hz, 10 Amps
 - Server UPS: AC120V 60Hz, 2 Amps
 - Display Terminal CPU: AC 115V 60Hz, 2 Amps
 - Display Terminal UPS: AC 120V 60Hz, 2 Amps
- Electrical Stability
 - All power should be conditioned to prevent abnormal spikes, surges, or transient losses. Otherwise, it is recommended the pharmacy use 3% voltage stabilization equipment or other power conditioning equipment. Computers or equipment damaged by incorrect electrical power or improperly wired service are not supported by the warranty. Furthermore, if there is an issue with the technology that requires Company staff to isolate and troubleshoot improperly supplied power which does not meet these requirements, the Customer shall assume responsibility for all labor, travel, and material used.
 - ARxIUM will supply UPS (Uninterruptable Power Supply) units for the Display Terminals (DTs) and MedSelect server. The UPS units for the DTs will deliver 10-15 minutes of power and the UPS units for the server will deliver 40-45 minutes of power during an outage.
 - Automation Operating Environment
 - Ambient air temperature: 15°C to 28°C (59°F to 82°F).
 - Ambient air humidity: not to exceed 60% relative humidity.
 - Minimize direct exposure of the Server and Workstation hardware to sunlight or other UV sources.
- Equipment Dimensions/Weights
 - Unit Dose Module (UDM)

- UDM Width 22.8"
- UDM Depth 27.6"
- UDM Height 26"
- Drawer Module (DM)
 - DM Width 22.8"
 - DM Depth 27.6"
 - DM Height 46.8"
- Supply Cabinet Module (SCM)
 - SCM Width 22.8"
 - SCM Depth 27.6"
 - SCM Height w/Base 39.4"
- Supply Tower (ST)
 - ST Width 22.8"
 - ST Depth 27.6"
 - ST Height 78"
- Equipment Payload Weights
 - UDM 295 lbs
 - DM 575 lbs
 - SCM 338.6 lbs
 - ST 1852 lbs

Technical Requirements: Servers, Interface, and Network

- Customer is responsible for Database backup and storage, Anti-Virus software, and patch management of all ARxIUM servers and workstations. See Appendix 2.
- Third Party Vendor requirements
 - Customer has an approved budget to cover the purchase, implementation, and support costs for all third party interfaces.
 - Customer will ensure that all third party vendors are informed of the project timeline and are available on the dates listed within the implementation plan.
- Customer will provide and support an Ethernet Standard TCP/IP based network. Further, Customer will provide wired RJ-45 jacks within proximity of ARxIUM workstations/servers along with static IP addresses to support the proposed solution.
- Interface Standards
 - Our preference is to utilize IP based HL7 standards. However, we do have delimited text file transfer interfaces that utilize mapped drive or FTP with some Pharmacy Systems. In addition, there are a limited number of serial interfaces available to support legacy Pharmacy Systems.
 - Customer may use an interface engine in lieu of vendor interface(s) if the proposed interface engine is able to completely fulfill the ARxIUM interface specification requirements.
- Customer will provide remote access for ARxIUM Implementation and Customer Support Teams. Where available, the preferred method is Broadband Access through the local Cable Company or through the local phone system via DSL. If Broadband Access or DSL is not available, then Analog Modem will be the required method. It must be noted that Analog Modem is not the desired method and may impact the timely resolution of reported issues via remote support.
- Serial Cabling Requirements (if applicable)
 - The Customer must provide a locally accessible connection type 9-pin connector wired to RS-232 standards.

Operational Considerations

- Policy and procedures related to downtime: with the introduction of any technology, strong consideration and planning along with policies and procedures must be developed to ensure contingencies are in place in the event of a system failure due to events such as:
 - Power failure
 - Each MedSelect Flex station should be connected to emergency power connections to allow for continued power supply and off-line medication dispensing during a power outage.
 - Software / Network failure
 - In the event of a power outage or network failure from the server for any reason, the Display Terminals at each MedSelect Flex station should remain on as they will function in an offline mode to allow nursing staff to continue to withdraw medications for patients.
 - Mechanical failure
 - In each instance, there must be a contingency plan in place to ensure pharmacy and nursing operations can continue. Please be prepared to talk to Implementation about options and best practices.
- Regular maintenance of the equipment (tracking and monitoring).
- Review the service agreement to ensure understanding of the coverage provided by ARxIUM.
- Review training requirements and needs related to staff turnover.
- Off-site archival and disaster recovery plan.

Please be prepared to discuss this topic with Implementation, as it is vital to have a plan in place should the unexpected occur.

- Pharmacy Operation Continuation: planning is critical in order to be able to support a concurrent implementation process while keeping the pharmacy running.
- Medication/Inventory handling statement: ARxIUM employees will not physically handle and should not be given access to any of the Customer's inventory, including medication, unless under the direct supervision of pharmacy staff or with the express permission of the Director of Pharmacy. See Appendix 1.

Training

- ARxIUM maintains a "Train the Trainer" policy. Training is designed to give Customer's "super users" the knowledge and skills necessary to manage any ARxIUM system on a day-to-day basis and to train other Customer staff members. It is extremely important that the Customer identify two pharmacy personnel as system administrators and a nurse resource trainer to be trained on all functions of the equipment and full administrative functions of the automation software. This personnel must be available during installation and implementation. They should be willing to train others and be able to communicate information to others. It is also advisable that this personnel take "ownership" of the system and become the "experts" to guide other Customer personnel on system operation and maintenance.
- ARxIUM also offers off-site training for the MedSelect System. This training is a three day off-site program for up to two pharmacy staff members. It is delivered at our training facility in Buffalo Grove, Illinois at a mutually agreed upon time. This training is provided only for the System Administrators mentioned above. There are no costs associated with this training when purchasing a new system. However, the participants are required to pay for their own travel and expenses. The ARxIUM training group will work with the participants regarding travel accommodations and logistics.
- Customer will train all end users after ARxIUM conducts initial "super user" training.
- Customer will develop all internal training materials.
- Customer project team members must be identified prior to kick-off. An on-site kick-off meeting will be held prior to the Implementation phase of the project. All project stakeholders should be present at this meeting. Critical planning discussions will be the primary topic of discussion.
- Customer Program Manager must be available to perform duties as necessary during regular business hours.
- ARxIUM activities will be performed during normal business hours (Monday to Friday, 8 AM to 5 PM local time, excluding ARxIUM recognized holidays or other mutually agreed-to times).

- Customer will provide adequate office space for ARxIUM project team while onsite. This office space will allow access to office equipment and supplies, including but not limited to: copy machine, fax machine, telephones, and any other equipment or supplies necessary to support this project.

Section 3: Project Team Personnel Requirements

In addition to the representatives from ARxIUM, the table below outlines the resource requirements from your organization. It is essential that these team members are identified and present at the initial kick-off meeting.

Work Group / Individuals	Primary Responsibility
Executive Sponsor / Team	<ul style="list-style-type: none"> ▪ Has the authority to act on behalf of the Customer to assure project success. ▪ Has authority to grant appropriate access, approval, and direction of internal resources when needed to allow the project to be completed.
Customer Project Manager & Team (Pharmacy/Materials Management Team Member or Director of Pharmacy / Materials Management)	<ul style="list-style-type: none"> ▪ Customer will provide dedicated staff for training during installation and every phase of implementation. ▪ Responsible for scheduling training and ensuring staff attendance. ▪ Responsible for maintaining the formulary and verifying its accuracy prior to Go-Live. ▪ Completion of final product import spreadsheet: add customer-specific data to product import spreadsheet. ▪ Post Go-Live data maintenance: responsible for data maintenance. ▪ Attend regular scheduled conference calls.
Customer Team Members (Buyers, Receivers, Super Users)	<ul style="list-style-type: none"> ▪ Team member from Pharmacy or Materials Management and/or IT departments assigned to the project by the Director of Pharmacy, Materials Manager, or senior management. ▪ Team member may be responsible for some or all of the responsibilities listed in the Project Manager section.
Facilities Coordinator	<ul style="list-style-type: none"> ▪ Approve the proposed floor plan design and specifications. ▪ Contractor negotiations and supervision. ▪ Electrical and network readiness.
IT Coordinator / Resources	<ul style="list-style-type: none"> ▪ Provide required data elements as outlined in the ARxIUM Interface Specification Guide. ▪ Provide network connectivity from Customer/pharmacy information system to ARxIUM. ▪ Install the Pharmacy Information System and vendor portion of all applicable interfaces. ▪ Follow recommended guidelines in the ARxIUM General Notification (1040.02 Notice: Customer Network Security). See Appendix 2. ▪ Provide ARxIUM with remote access. ▪ Assist pharmacy staff with extraction of import file data. ▪ Facilitate the installation of all applicable vendor interfaces. ▪ Assist Customer staff with testing of applicable interfaces. ▪ Assist Customer staff with application testing, including the creation of any customer-required test plans. ▪ Assist Customer staff with data preparation if necessary.

Appendix 1: ARxIUM Pharmaceutical Handling Policy

Purpose

To outline the ARxIUM policy regarding the handling of all prescription and non-prescription items within a customer's pharmacy by ARxIUM employees and representatives.

Policy

1. ARxIUM employees are not authorized to handle prescription items within a customer's pharmacy.
2. ARxIUM employees are required to be under the supervision of a staff pharmacist while they are working inside a customer's pharmacy.
3. ARxIUM employees required to train must request a pharmacy staff member to enter all inventory values as required by ARxIUM software programs, utilizing the pharmacy staff member's log-on (system signature).
4. ARxIUM employees required to train must request a pharmacy staff member to physically stock all medications into the appropriate automation device.
5. ARxIUM employees required to train must request a pharmacy staff member to test the calibration of any medication canisters or trays associated with the automation device, utilizing the device software as per normal application.
6. ARxIUM employees are required to obtain a signature from the pharmacy director agreeing to this policy prior to installation. If the pharmacy chooses to waive this policy, the pharmacy accepts full responsibility for any discrepancies arising from the handling of prescription and non-prescription items by ARxIUM employees.

Pharmacy: _____

Date: _____

<p>_____</p> <p>Pharmacy Director (printed name)</p> <p>_____</p> <p>Signature</p> <p>I accept and understand the ARxIUM Pharmaceutical Handling Policy.</p>

<p>_____</p> <p>Pharmacy Director (printed name)</p> <p>_____</p> <p>Signature</p> <p>I waive the ARxIUM Pharmaceutical Handling Policy and accept responsibility for inventory accuracy.</p>
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Appendix 2: 1040.02 Notice: Customer Network Security

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Notice Number: 1040.02

Notice Type: General Information

This notice provides general information to customer, service, and support personnel. Network, Systems, and Information Security (Backup, Recovery, Security, Patch Management, and Virus Protection).

While ARxIUM is not responsible for defining, developing, or applying network, systems, and information security policies and procedures for its customers, ARxIUM does provide this general information notice applicable to its MedSelect, Pouch, and Vial product lines ("Products") installed at Customer sites.

The purpose of network, systems, and information security policies and procedures (backup, recovery, security, patch management, and virus protection) is the effective and efficient prevention of network virus outbreaks and network security attacks involving the operation and data storage of servers, workstations, and client stations associated with the use of ARxIUM Products. The Customer must be aware of and take responsibility for the proper use of the Products and provide the same security policies and procedures as applied to all other systems on the Customer network.

ARxIUM does not provide virus protection on product database servers, workstations, and client stations as part of the standard installation. If the Customer has a current patch management and virus protection policy, ARxIUM will provide the necessary information to allow the Customer to install its current virus protection software and license, patches, current virus definitions, and security updates on all product database servers, workstations, and client stations.

When the product database servers, workstations, and client stations are assigned to the Customer's network and are accessed by the Customer's resources, the Customer is responsible for network security and for all product database servers, workstations, and client stations. ARxIUM does not take responsibility for loss of data in the event that a server, workstation, or client station has not been properly secured with patch management update capabilities (e.g. Microsoft security updates and service packs) or with virus protection software or current virus definition updates (e.g. Norton Antivirus Corporate Edition with automatic virus definition updates). These procedures need to be applied to all product servers, workstations, and client stations on the Customer's IT policy schedule or on the manufacturer's recommended schedule.

General Information

Backup and Recovery

The Customer should apply its backup and recovery procedures to all product database servers, workstations, and client stations. These procedures should be according to the Customer's defined standards for server, workstation, and information security to maintain disaster recovery capability and business continuity. If specific backup and/or recovery procedures are required for a product, the Customer must contact ARxIUM for assistance.

Operating System Patch Management and Virus Protection

Whether manually or automatically updated, verified operating system patches should be applied to all Products. The operating system patch management virus protection update procedures should be defined and maintained by the Customer.

If the Customer uses virus protection software, the Customer should add that virus protection software to all product database servers, workstations, and client stations.

The product database servers, workstations, and client stations all run on Microsoft operating systems, which are the most frequently attacked operating systems. If the Customer applies Microsoft Security Updates to Customer site servers, workstations, and client stations, these protections and updates should also be applied to the product database servers, workstations, and client stations. These protection methods keep the servers, workstations, and client stations as secure as the Customer's total network and systems.

Customer Responsibilities

Backup, Recovery, and Security: The Customer is responsible for defining procedures to backup, recover, and secure the product database servers, workstations, and client stations and data according to Customer requirements.

Patch Management: The computer must have a regular schedule or automated process for identifying and loading appropriate security updates for the operating system or other software. For Microsoft Windows, this will often be use of the auto update feature with the Windows Update Website (<http://windowsupdate.microsoft.com>). Many security updates require a reboot to take effect. This reboot must be performed by the Customer.

Virus Protection: The Customer must have either McAfee or Norton virus protection software loaded on the computer system. In addition, the virus definition libraries must be updated on a regular basis (generally checked at least once a week), preferably through the auto update feature of the software. If a complete scan is required, the Customer must shut down the product database engine prior to scan.

Communication: The Customer will ensure e-mail and phone support information of the ARxIUM Customer Support Center is readily available to Customer staff for communication of security vulnerabilities and system issues.

ARxIUM Responsibilities

Notification: ARxIUM will notify Customer whenever it has determined that an automatic patch or virus protection update has caused problems with Products and will describe the fix necessary to correct any problems that might have occurred.

Accurate as of October 29, 2021

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ATTACHMENT E
Reporting Requirements

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>

Table 1: Required Data Field for Sales Data Report

Excel Column	Required Data Field Full Name for Sales Data Report	Required?
A	MMCAP Infuse - assigned Member ID	Yes
B	MMCAP Infuse Member Name	Yes
C	Vendor Distribution Center Code	Yes
D	Vendor-assigned Account number for MMCAP Infuse Member (this should be the ship-to account number)	Yes
E	Invoice Number	Yes
F	Invoice Line Number	Optional
G	Purchase Order Number	Optional
H	Invoice date (MMDDYYYY)	Yes
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)	Optional
J	Vendor's (distributor) SKU item number	Optional
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)	Optional
L	LabelName/Product Description	Yes
M	Unit Dose (Required for pharmaceutical Products)	Optional
N	Pack Size	Optional
O	Unit	Yes
P	Case Size	Optional
Q	Dose (Required for pharmaceutical Products).	Optional
R	Strength (Required for pharmaceutical Products).	Optional
S	Route (Required for pharmaceutical Products).	Optional
T	Unit Price (99999.9999)	Yes
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity) (99999.9999)	Yes
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)	Yes
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)	Yes
X	Type of transaction (MMCAP Infuse contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract	Hard code to "1"
Y	Bill to Address 1	Yes
Z	Bill to City	Yes
AA	Bill to State (2 alpha postal code)	Yes
AB	Bill to Zip (standard 5-4 format, no dash necessary)	Yes
AC	Ship to Address 1	Yes
AD	Ship to City	Yes
AE	Ship to State (2 alpha postal code)	Yes
AF	Ship to Zip (standard 5-4 format, no dash necessary)	Yes
AG	Service Fee (99999.9999)	Yes
AH	MMCAP Infuse Contract Number (MMS2100570)	Yes
AI	Admin Fee	Yes
AJ	Credit Indicator (C for credit)	Yes
AK	MMCAP Infuse - Assigned Wholesaler Code (Cardinal Health = 0301; Morris & Dickson = 0701)	Optional
AL	Manufacturer Name (MFG Name)	Yes
AM	Class of Trade	Optional
AN	340b Purchase	Optional
AO	Category	Optional
AP	Manufacturer Part Number	Yes
AQ	List Price	Yes
AR	UNSPSC Code (XXXXXXXX)	Optional
AS	UNSPSC Description	Optional
AT	GLN	Optional
AU	GTIN	Optional

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ATTACHMENT F<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>
Minnesota Statutory Procurement Language

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
 - A. **Notification.** If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
 - B. **Indemnification.** Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
 - C. **Release of MMCAP Infuse Data.** Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
 - A. **Covered contracts and vendors.** If the Agreement exceeds \$100,000 and the Vendor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
 - B. Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (**Commissioner**) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
 - C. Minn. R. 5000.3400-5000.3600.
 - i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. **Disabled Workers.** The Vendor must comply with the following affirmative action requirements for disabled workers.
 - a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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<http://www.mmd.admin.state.mn.us/MMD/CA/Contracts/Default.aspx>

- d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
 - iii. **Consequences.** The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
 - iv. **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075).** For services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its Subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all Subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All Subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
7. **Contingency Fees Prohibited.** Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to Subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
10. **Payment to Subcontractors.** To the extent applicable, pursuant to Minn. Stat. § 16A.1245, the Vendor must pay all Subcontractors, less any retainage, within ten (10) calendar days of the Vendor's receipt of payment from a Member for undisputed services provided by the Subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the Subcontractor(s) on any undisputed amount not paid on time to the Subcontractor(s).

Accurate as of October 29, 2021

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Attachment G:

<http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx>**Customer Escalation Guidelines**

ARxIUM continuously strives to provide all of our customers with the best possible technical support and customer service through our Customer Care department.

Our Customer Support Representatives and Field Service Representatives receive ongoing technical and customer service training and are available seven (7) days a week, twenty four (24) hours a day to respond to your questions and support requests.

The following guidelines are provided to our customers in the event that they are dissatisfied for any reason during or after receiving support from ARxIUM. Following these guidelines will provide us with the ability to quickly and efficiently address any issue that may arise.

1. Customer requests for support and service should be logged with the **Customer Support Center (CSC) by calling 1-800-477-2750** prior to being escalated to a member of ARxIUM management.
 - Once a call has been logged with the CSC, our goal is to speak with our customers within 30 minutes.
2. If the customer is dissatisfied with the progress or level of support being received, for any reason, they may escalate via telephone (by contacting the Customer Support Center) or via e-mail (depending on the urgency), and request that their support issue be escalated to a Manager.

Customer Care Managers

Office: 1-800-477-2750

Email: support.managers@ARxIUM.com

- The Manager will collect information within 1 hour of receiving the escalation to develop and communicate a mutually agreed upon action plan.
3. If the customer has already escalated the request and is dissatisfied with the progress or delivery of support, then they may escalate via telephone or e-mail (depending on the urgency) to the Director of Customer Care.

Jack Morris**Director, Customer Care**

Office: 1-847-537-5557

Cell: 1-847-894-1441

Email: jmorris@ARxIUM.com

4. If the customer is dissatisfied with the response from the Director of Customer Care, then the customer's complaint should be brought to the attention of the Vice President of Operations.

Jodie Menard**Vice President, Operations**

Office: 1-847-495-6665

Cell: 1-613-324-4563

Email: jmenard@ARxIUM.com