

**AMENDMENT NO. 1 TO MMCAP INFUSE AGREEMENT NO. MMS2100570**

THIS AMENDMENT NO. 1 (“**Amendment**”) to MMS2100570 (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is 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**”).

**RECITALS**

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

**Capitalized Terms; Definitions; Conditions.** The Agreement and Amendment shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

**Modifications**

**Revision 1:** The Products in Exhibit 1 of this Amendment will be added to *Attachment A* of the Agreement.

**Revision 2:** *Attachment D* in the Agreement will be removed in its entirety and replaced with a new *Attachment D*, which is attached and incorporated as Exhibit 2 to this Amendment.

**VENDOR: ARxIUM, Inc.**

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

Marcus Owen-Hicks

Name: \_\_\_\_\_  
Signature: Marcus Owen-Hicks  
Title: VP of Sales  
Date: 6/29/2022

**STATE OF MINNESOTA FOR MMCAP INFUSE**

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

Brandon Sis

Name: \_\_\_\_\_  
Signature: Brandon Sis  
Date: 6/29/2022

**COMMISSIONER OF ADMINISTRATION**

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

Michelle Korpela

Name: \_\_\_\_\_  
Signature: Michelle Korpela  
Date: 6/29/2022

**ATTACHMENT A - New Products  
Contract Pricing**

Automated Dispensing Cabinet base unit and common packages	Product code (UNSPSC, NIGP, manufacturer product number, other)	General Product Description	Catalog Price	Discount from Catalog price
<b>ARi Analytics and Reporting Platform</b>				
ARI - MedSelect Reporting*	ARIRPTS-MS	ARI Reports for MedSelect – Site License – Remote Implementation	\$ 8,190.00	19%
ARI - MedSelect Reporting*	SVARIRPTS-MS	Phone Support and Annual License Fee - ARI - 24/7 (for MedSelect)	\$ 2,250.00	7%
* above discounts are a time limited promotion for new software product				
Pharmacy Inventory Management System and Services	Product code (UNSPSC, NIGP, manufacturer product number, other)	General Product Description	Catalog Price	Discount from Catalog price
<b>RxWorks™ Pro Inventory Management System</b>				
RxWorks Software & Implementation	RXISIM1	RxWorks Pro Inventory Management Software & Implementation – Single Site Core	\$ 322,500.00	6.98%
RxWorks Software & Implementation	RXISIM3	RxWorks Pro Implementation - Inventory Management Core - Per Additional Site	\$ 98,900.00	6.98%
RxWorks Software & Implementation	RXISMND1	RxWorks Pro Implementation - Inventory Management - Non Dispense - Single Site	\$ 161,250.00	6.98%
RxWorks Software & Implementation	RXISMND3	RxWorks Pro Implementation - Inventory Management - Non Dispense - Additional Site	\$ 34,400.00	6.98%
RxWorks Software & Implementation	RXPKG	RxWorks Pro Software - Packager Module	\$ 8,925.00	4.76%
RxWorks Software & Implementation	RXPSBC	RxWorks Pro Software - Barcoding Module	\$ 15,750.00	4.76%
RxWorks Software & Implementation	RXPSCAR	RxWorks Pro Software - Carousel Module	\$ 8,925.00	4.76%
RxWorks Software & Implementation	RXPPIO	RxWorks Pro Software - SiteLINK	\$ 5,250.00	4.76%
RxWorks Software & Implementation	RXPSIT	RxWorks Pro Software - In -Transit Module	\$ 1,050.00	4.76%
RxWorks Software & Implementation	RXPSMWF	RxWorks Pro Software - Mobile Software	\$ 7,875.00	4.76%
RxWorks Software & Implementation	RXPSOT	RxWorks Pro Software - Order Tracking Module	\$ 1,050.00	4.76%
RxWorks Software & Implementation	RXPSWF	RxWorks Pro Software - Pharmacists Scan Verification Module	\$ 31,500.00	4.76%
RxWorks Software & Implementation	RXSPSSSP	RxWorks Pro Software - Sales Pricing Module	\$ 2,100.00	4.76%
RxWorks Software & Implementation	RXISSIINVTCH	RxWorks Pro Software - Invoice Matching Module	\$ 4,725.00	4.76%
RxWorks Software & Implementation	RXIPKG	RxWorks Pro Implementation - Packager Module	\$ 36,550.00	6.98%
RxWorks Software & Implementation	RXISBC	RxWorks Pro Implementation - Barcoding Module	\$ 6,450.00	6.98%
RxWorks Software & Implementation	RXIEAC	RxWorks Pro Implementation - Carousel Module	\$ 4,300.00	6.98%
RxWorks Software & Implementation	RXSIO	RxWorks Pro Implementation - SiteLINK	\$ 5,375.00	6.98%
RxWorks Software & Implementation	RXSSIT	RxWorks Pro Implementation - In-Transit Module	\$ 8,062.50	6.98%
RxWorks Software & Implementation	RXSSMWF	RxWorks Pro Implementation - Mobile Software	\$ 7,793.75	6.98%
RxWorks Software & Implementation	RXSOT	RxWorks Pro Implementation - Order Tracking Module	\$ 8,062.50	6.98%
RxWorks Software & Implementation	RXISWF	RxWorks Pro Implementation - Pharmacists Scan Verification Module	\$ 4,837.50	6.98%
RxWorks Software & Implementation	RXISSP	RxWorks Pro Implementation - Sales Pricing Module	\$ 5,375.00	6.98%
RxWorks Software & Implementation	RXISINVTCH	RxWorks Pro Implementation - Invoice Matching Module	\$ 21,500.00	6.98%
RxWorks Software & Implementation	RXISIMCAR	RxWorks Pro Implementation - Device Only	\$ 161,250.00	6.98%
RxWorks Software & Implementation	RXISIMCARA	RxWorks Pro Implementation - Device Only - Additional Location	\$ 45,150.00	6.98%
RxWorks Software & Implementation	RXISIMC2	RxWorks Pro Implementation - Additional Carousel - For Carousel Only	\$ 10,750.00	6.98%
RxWorks Software & Implementation	RXSSTEST	RxWorks Pro Implementation - Test Implementation	\$ 8,600.00	6.98%
RxWorks Software & Implementation	RXISPM	RxWorks Pro Implementation - Project Management (Priced at time of quote)		priced at time of quote
RxWorks Software & Implementation	RXICD	RxWorks Pro - Additional Implementation - On Site Services (Priced at time of quote)		priced at time of quote
RxWorks Software & Implementation	RXICH	RxWorks Pro - Additional Implementation - Remote Services (per hour)	\$ 268.75	6.98%
RxWorks Software & Implementation	BPR-POST	RxWorks Pro - Post Go-Live Optimization Visit	\$ 8,600.00	6.98%
RxWorks Interfaces & Related Services	RXIFADCDO2	RxWorks Pro Interface - Cabinet Replenishment Interface (ADD)	\$ 5,250.00	4.76%
RxWorks Interfaces & Related Services	RXIFADCIC	RxWorks Pro Interface - Automated Dispensing Cabinets Inventory Control	\$ 15,750.00	4.76%
RxWorks Interfaces & Related Services	RXIFADACIA	RxWorks Pro Interface - Automated Dispensing Cabinets Inventory Control (Additional Vendors)	\$ 2,625.00	4.76%
RxWorks Interfaces & Related Services	RXIFADCDO	RxWorks Pro Interface - Automated Dispensing Cabinets for Replenishment Only - No Inventory Management	\$ 5,250.00	4.76%
RxWorks Interfaces & Related Services	RXIFADCDO-RE	RxWorks Pro Interface - Automated Dispensing Cabinets for Replenishment Only - Rework	\$ 2,625.00	4.76%
RxWorks Interfaces & Related Services	RXIFPISO	RxWorks Pro Interface - Pharmacy Information System Orders	\$ 5,250.00	4.76%
RxWorks Interfaces & Related Services	RXIFPISO-RE	RxWorks Pro Interface - Pharmacy Information System Orders - Rework	\$ 2,625.00	4.76%
RxWorks Interfaces & Related Services	RXIF340B	RxWorks Pro Interface - 340B Third Party Interface	\$ 5,250.00	4.76%
RxWorks Interfaces & Related Services	RXIFAP	RxWorks Pro Interface - AP System Interface	\$ 21,000.00	4.76%
RxWorks Interfaces & Related Services	RXIFGL	RxWorks Pro Interface - GL System Interface	\$ 21,000.00	4.76%
RxWorks Interfaces & Related Services	RXPISC	RxWorks Pro Interface - Pharmacy Information System Conversion of Live and Test System	\$ 13,125.00	4.76%
RxWorks Interfaces & Related Services	ADD-EDI	RxWorks Pro Interface - EDI setup to each Additional Supplier	\$ 4,200.00	4.76%
FastFind™ Carousels for RxWorks	RXWC2102	FastFind Carousel 210-2, 89"H x 118.5"W x 64"D	\$ 162,356.25	4.76%
FastFind™ Carousels for RxWorks	RXWC2108	FastFind Carousel 210-8, 89"H x 134.5"W x 64"D	\$ 165,800.25	4.76%
FastFind™ Carousels for RxWorks	RXWC2122	FastFind Carousel 212-2, 101"H x 118.5"W x 64"D	\$ 170,509.50	4.76%
FastFind™ Carousels for RxWorks	RXWC2128	FastFind Carousel 212-8, 101"H x 134.5"W x 64"D	\$ 174,769.00	4.76%
FastFind™ Carousels for RxWorks	RXWC2142	FastFind Carousel 214-2, 113"H x 118.5"W x 64"D	\$ 178,932.25	4.76%
FastFind™ Carousels for RxWorks	RXWC2148	FastFind Carousel 214-8, 113"H x 134.5"W x 64"D	\$ 183,356.25	4.76%
Workstations, Mobile & Ancillary Devices	RX11WSEXP	RxWorks Pro Workstation - Packager	\$ 7,070.51	4.76%
Workstations, Mobile & Ancillary Devices	RX11WSFFU	RxWorks Pro Workstation - Carousel	\$ 6,955.20	4.76%
Workstations, Mobile & Ancillary Devices	RX11WSVER	RxWorks Pro Workstation - Barcode or Pharmacist Scan Verification	\$ 6,544.93	4.77%
Workstations, Mobile & Ancillary Devices	AB01099-B	RxWorks Pro Touch Screen Monitor for Carousel	\$ 777.00	4.76%
Workstations, Mobile & Ancillary Devices	AB01870-A	RxWorks Pro Wireless Keyboard - Logitech K400PRO	\$ 180.60	4.76%
Workstations, Mobile & Ancillary Devices	AB00235-B	RxWorks Pro Monitor, EL PCAP 5:4 17-Inch with stand (not for carousel)	\$ 1,005.90	4.76%
Workstations, Mobile & Ancillary Devices	AB01861-A	RxWorks Pro BioReader Bracket to mount BioReader to side of ELO 17" Monitor	\$ 36.75	4.76%
Workstations, Mobile & Ancillary Devices	10-500534-000A	RxWorks Pro Biometric Scanner	\$ 234.15	4.76%
Workstations, Mobile & Ancillary Devices	AB01484-B	RxWorks Pro Mobile Solution - Surface Tablet with RxWorks 2.0 Software	\$ 1,454.25	4.76%
Workstations, Mobile & Ancillary Devices	AB01899-B	RxWorks Pro Mobile Solution - Mobile Printer - Blue Tooth and WiFi - Zebra ZQ520	\$ 1,050.00	4.76%
Workstations, Mobile & Ancillary Devices	AB01926-A	RxWorks Pro Mobile Solution - Micro USB 3ft Cable	\$ 8.40	4.76%

Workstations, Mobile & Ancillary Devices	AB01927-A	RxWorks Pro Mobile Solution - Power Adapter for Mobile Printer ZQ520	\$ 100.00	4.78%
Workstations, Mobile & Ancillary Devices	AB01966-A	RxWorks Pro Mobile Solution - Ethernet NIC Network Adapter USB 3.0	\$ 6.30	4.76%
Workstations, Mobile & Ancillary Devices	00-106373-000B	RxWorks Pro Tethered Barcode Scanner	\$ 577.50	4.76%
Workstations, Mobile & Ancillary Devices	10-502084-000A	Zebra Canister Label Printer	\$ 572.25	4.76%
Workstations, Mobile & Ancillary Devices	10-502182-000A	Zebra Label Printer - Patient Label, BC Labels (4" GX430)	\$ 1,050.00	4.76%
RxWorks Upgrades & Add-ons	RXUIBC	RxWorks Software Upgrade - AMS Barcode Station to RxWorks Barcode	\$ 5,375.00	6.98%
RxWorks Upgrades & Add-ons	RXUIC	RxWorks Software Upgrade - AMS FastFind to RxWorks Carousel	\$ 8,600.00	6.98%
RxWorks Upgrades & Add-ons	RXUSWF	RxWorks Software Upgrade - AMS ClinicWorks to RxWorks Workflow	\$ 8,062.50	6.98%
RxWorks Upgrades & Add-ons	RXIFFPD	RxWorks Pro Data Transfer - Formulary Data/Price Updates (RxWorks Pro to Other Applications)	\$ 5,375.00	6.98%
RxWorks Upgrades & Add-ons	RXWS	RxWorks Service Visit to install new brackets	\$ 806.25	6.98%
Annual Support, License & Tx Fees**	SVLRXSSIMND1	Annual License Fee and Software Support - RxWorks Core - Non-Dispense - Single Site	\$ 22,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSIMND11	Annual License Fee and Software Support - RxWorks Core - Non-Dispense - 11 Hospital Site	\$ 90,300.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSIMND3	Annual License Fee and Software Support - RxWorks Core - Non-Dispense - Additional Site	\$ 4,800.00	0.00%
Annual Support, License & Tx Fees**	SVLRXISSIM1	Annual License Fee and Software Support - RxWorks Core - Single Site (includes SiteLINK, Mobile Software, Cabinet Replenishment Interface, Data Analytics/Reporting/Status Board, EDI Interface & Pharmacy Verification Modules)	\$ 45,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXISSIM3	Annual License Fee and Software Support - RxWorks Core - Additional Site (includes SiteLINK, Mobile Software, Cabinet Replenishment Interface, Data Analytics/Reporting/Status Board, EDI Interface & Pharmacy Verification Modules)	\$ 9,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXISSIM11	Annual License Fee and Software Support - RxWorks Core - 11 Site System (includes SiteLINK, Mobile Software, Cabinet Replenishment Interface, Data Analytics/Reporting/Status Board, EDI Interface & Pharmacy Verification Modules)	\$ 180,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXBC	Annual License Fee and Software Support - RxWorks - Barcoding Module	\$ 2,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXCAR	Annual License Fee and Software Support - RxWorks - Carousel Module	\$ 2,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXINV	Annual License Fee and Software Support - RxWorks - Invoice Matching Module	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXIO	Annual License Fee and Software Support - RxWorks - SiteLINK	\$ 1,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXISSIMD3	Annual License Fee and Software Support - RxWorks - Additional Location	\$ 25,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXIT	Annual License Fee and Software Support - RxWorks - In Transit Module	\$ 1,275.00	0.00%
Annual Support, License & Tx Fees**	SVLRXMWF	Annual License Fee and Software Support - RxWorks - Mobile Software	\$ 3,600.00	0.00%
Annual Support, License & Tx Fees**	SVLRXOT	Annual License Fee and Software Support - RxWorks - Med Order Tracking	\$ 1,275.00	0.00%
Annual Support, License & Tx Fees**	SVLRXPKG	Annual License Fee and Software Support - RxWorks - Packager Module	\$ 2,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSP	Annual License Fee and Software Support - RxWorks - Sales Pricing	\$ 1,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXWF	Annual License Fee and Software Support - RxWorks - Pharmacists Scan Verification Module	\$ 3,600.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSIMANI	Annual License Fee and Software Support - RxWorks Pro - Additional Location	\$ 5,000.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSIMC	Annual License Fee and Software Support - RxWorks - Device Only	\$ 22,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSIMCA	Annual License Fee and Software Support - RxWorks - Device Only - Additional Site	\$ 7,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRX3PCARIB	Annual License Fee and Interface Support - RxWorks - 3rd Party Standard Inbound Carousel Interface	\$ 2,250.00	0.00%
Annual Support, License & Tx Fees**	SVLRX3PINVOB	Annual License Fee and Interface Support - RxWorks - 3rd Party Inv Mgmt Outbound Interface	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXAP	Annual License Fee and Interface Support - RxWorks - AP System Interface	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXGL	Annual License Fee and Interface Support - RxWorks - GL System Interface	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSINVI	Annual License Fee and Interface Support - RxWorks - ADU Inventory Control Interface	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSADUI	Annual License Fee and Interface Support - RxWorks - Cabinet Replenishment Interface	\$ 1,500.00	0.00%
Annual Support, License & Tx Fees**	SVLRXSSEDI	Annual License Fee and Interface Support - RxWorks - EDI Interface	\$ 1,250.00	0.00%
Annual Support, License & Tx Fees**	SVLRX340B	Annual License Fee and Interface Support - RxWorks - 340B Interface	\$ 4,500.00	0.00%
Annual Support, License & Tx Fees**	SVCRXSERVREP	Equipment Support - RxWorks - Server Replacement	\$ 765.00	1.96%
Annual Support, License & Tx Fees**	SVCRXTAB	Equipment Support - RxWorks - Tablet Bundle	\$ 2,448.00	1.96%
Annual Support, License & Tx Fees**	SVCRXWKSTN	Equipment Support - RxWorks - Workstation	\$ 1,020.00	1.96%
Annual Support, License & Tx Fees**	SVCCARWHT-PREM	Equipment Support - Carousel - ARxIUM Supplied Accessories - Premium 24/7, includes 2 PMs	\$ 17,340.00	1.96%
Annual Support, License & Tx Fees**	SVCCARWHT-PREMNO	Equipment Support - Carousel - Customer Supplied Accessories - Premium 24/7, includes 2 PMs	\$ 15,300.00	1.96%
Annual Support, License & Tx Fees**	SVCCARWHT-PREM-1	Equipment Support - Carousel - ARxIUM Supplied Accessories - Premium 24/7, includes 2 PMs - (Equipment Age: 2 to 5 years) - NO ANNUAL CPI	\$ 18,407.94	1.96%
Annual Support, License & Tx Fees**	SVCCARWHT-PREMNO-1	Equipment Support - Carousel - Customer Supplied Accessories - Premium 24/7, includes 2 PMs - (Equipment Age: 2 to 5 years) - NO ANNUAL CPI	\$ 16,242.48	1.96%
Annual Support, License & Tx Fees**	SVLRXEDITX-C	Annual Fee - RxWorks - Pro Core EDI Transaction Charges	\$ 12,000.00	0.00%
<b>** Pricing for Support &amp; 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 &amp; Annual License Fees will be subject to a 10% increase.</b>				
Carousel & Inventory Management Consumables	2M9495	WP Term Label Patient Spec Zebra 3.125" x 2" (3/case)	\$ 155.10	9.09%
Carousel & Inventory Management Consumables	2M9533	WorkFlow / Carousel Patient Label	\$ 21.20	4.76%
Carousel & Inventory Management Consumables	2Q1120	Desktop Zebra Printer Label 1.875" x 3.75" (8/case)	\$ 212.52	9.09%
<b>Pouch Packaging and Vial Filling Systems and Services</b>	<b>Product code (UNSPSC, NIGP, manufacturer product number, other)</b>	<b>General Product Description</b>	<b>Catalog Price</b>	<b>Discount from Catalog price</b>
<b>FastPak™ Pouch Packaging &amp; Verification System</b>				
FastPak Equipment & Upgrades	FPE260N	FastPak Elite 260 Narrow Device	\$ 217,350.00	4.76%
FastPak Equipment & Upgrades	FPE260W	FastPak Elite 260 Wide Device	\$ 217,350.00	4.76%
FastPak Equipment & Upgrades	FPE336N	FastPak Elite 336 Narrow Device	\$ 266,700.00	4.76%
FastPak Equipment & Upgrades	FPE336W	FastPak Elite 336 Wide Device	\$ 266,700.00	4.76%
FastPak Equipment & Upgrades	FPE520N	FastPak Elite 520 Narrow Device	\$ 331,800.00	4.76%
FastPak Equipment & Upgrades	FPE520W	FastPak Elite 520 Wide Device	\$ 331,800.00	4.76%
FastPak Equipment & Upgrades	FPERMS	FastPak Elite Rack Mounted Server (Price Increase from Standard Server)	\$ 3,150.00	4.76%
FastPak Equipment & Upgrades	FPEVS	FastPak Elite Virtual Server (Price Reduction from Standard Server)	\$ (3,150.00)	4.76%
FastPak Equipment & Upgrades	LPUND0001	Additional FastPak Elite Narrow Lower Packaging Unit (includes 2 carts and 1 cover)	\$ 33,600.00	4.76%
FastPak Equipment & Upgrades	LPUWD0001	Additional FastPak Elite Wide Lower Packaging Unit (includes 2 carts and 1 cover)	\$ 33,600.00	4.76%

Exhibit 1  
Amendment #1 to MMS2100570

FastPak Equipment & Upgrades	LPUND0001FP	Additional FastPak Elite Narrow Lower Packaging Unit Purchased with FastPak Elite (includes 2 carts and 1 cover)	\$ 31,500.00	4.76%
FastPak Equipment & Upgrades	LPUWD0001FP	Additional FastPak Elite Wide Lower Packaging Unit Purchased with FastPak Elite (includes 2 carts and 1 cover)	\$ 31,500.00	4.76%
FastPak Equipment & Upgrades	LPUcart	Lower Packaging Unit Cart	\$ 2,730.00	4.76%
FastPak Equipment & Upgrades	LPUcover	Lower Packaging Unit Cover	\$ 315.00	4.76%
FastPak Equipment & Upgrades	2M3009-FastPak	Additional FastPak Interface Fees	\$ 5,250.00	4.76%
FastPak Equipment & Upgrades	2M9701	FastPak Replenishment Kit (with Scanner & Scale)	\$ 2,520.00	4.76%
FastPak Equipment & Upgrades	FPEUC	FastPak Elite Upgrade - Client PC	\$ 4,830.00	4.76%
FastPak Equipment & Upgrades	FPEUCAWS	FastPak Elite Upgrade - Client & AWS	\$ 7,980.00	4.76%
FastPak Equipment & Upgrades	FPEUCRS	FastPak Elite Upgrade - Client & Rack Server	\$ 15,750.00	4.76%
FastPak Equipment & Upgrades	FPEUCTS	FastPak Elite Upgrade - Client & Tower Server	\$ 10,500.00	4.76%
FastPak Equipment & Upgrades	FPVER-PKG	FastPak Verify Package (includes Verify device, remote station, 2 spoolers, implementation, interface & on-site training at time of installation)	\$ 146,895.00	4.76%
FastPak Equipment & Upgrades	FPVER	FastPak Verify Device (includes installation, interface & on-site training at time of installation)	\$ 132,825.00	4.76%
FastPak Equipment & Upgrades	FPVERRMST	FastPak Verify Remote Station	\$ 7,875.00	4.76%
FastPak Equipment & Upgrades	FPVERINF	FastPak Verify Interface Fees	\$ 5,250.00	4.76%
FastPak Equipment & Upgrades	FPVERINS	FastPak Verify Implementation Fees (Recertification and parts not included)	\$ 35,045.00	6.98%
FastPak Equipment & Upgrades	FPVERW10U	FastPak Verify Win10 Upgrade (Client Only)	\$ 5,880.00	4.76%
FastPak Equipment & Upgrades	FPVERRMSTW10U	FastPak Verify Remote Station Upgrade - Windows 10	\$ 5,250.00	4.76%
FastPak Equipment & Upgrades	FPVERSPPOOL	FastPak Spooler Device	\$ 6,510.00	4.76%
FastPak Equipment & Upgrades	FPTTW10U	FastPak TableTop 2.0 Win10 Upgrade	\$ 6,825.00	4.76%
FastPak Equipment & Upgrades	FPTTW10U-C	FastPak TableTop 2.0 Win10 Upgrade - Client Only	\$ 4,725.00	4.76%
FastPak Training	FPTRAIN1	Customer Training - FastPak, 1 day at Customer Site (Instructor T&E included)	\$ 5,643.75	6.98%
FastPak Training	FPTRAIN2	Customer Training - FastPak, 2 days at Customer Site (Instructor T&E included)	\$ 7,525.00	6.98%
FastPak Training	FPTRAIN3	Customer Training - FastPak, 3 days at Customer Site (Instructor T&E included)	\$ 9,406.25	6.98%
FastPak Training	FPTRAIN4	Customer Training - FastPak, 4 days at Customer Site (Instructor T&E included)	\$ 11,287.50	6.98%
FastPak Training	FPTRAIN5	Customer Training - FastPak, 5 days at Customer Site (Instructor T&E included)	\$ 13,168.75	6.98%
FastPak Support Services**	SVCELITEPH	Phone Support - FastPak Elite - 24/7. Does not include PMs	\$ 5,250.00	4.76%
FastPak Support Services**	SVCELITEPM	Equipment Support - FastPak Elite - Preventive Maintenance Visit	\$ 2,100.00	4.76%
FastPak Support Services**	SVCELITE260BASIC	Equipment Support - FastPak Elite 260 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs	\$ 9,450.00	4.76%
FastPak Support Services**	SVCELITE260PREF	Equipment Support - FastPak Elite 260 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs	\$ 11,550.00	4.76%
FastPak Support Services**	SVCELITE260PREM	Equipment Support - FastPak Elite 260 - Premium Service, 24/7. Includes 2 PMs (subject to availability in customer's location)	\$ 13,650.00	4.76%
FastPak Support Services**	SVCELITE336BASIC	Equipment Support - FastPak Elite 336 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs	\$ 10,237.50	4.76%
FastPak Support Services**	SVCELITE336PREF	Equipment Support - FastPak Elite 336 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs	\$ 12,600.00	4.76%
FastPak Support Services**	SVCELITE336PREM	Equipment Support - FastPak Elite 336 - Premium Service, 24/7. Includes 2 PMs (subject to availability in customer's location)	\$ 14,700.00	4.76%
FastPak Support Services**	SVCELITE520BASIC	Equipment Support - FastPak Elite 520 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs	\$ 11,287.50	4.76%
FastPak Support Services**	SVCELITE520PREF	Equipment Support - FastPak Elite 520 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs	\$ 13,650.00	4.76%
FastPak Support Services**	SVCELITE520PREM	Equipment Support - FastPak Elite 520 - Premium Service, 24/7. Includes 2 PMs (subject to availability in customer's location)	\$ 15,750.00	4.76%
FastPak Support Services**	SVCELITELPBASIC	Equipment Support - FastPak Elite - Additional LPU - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs	\$ 2,625.00	4.76%
FastPak Support Services**	SVCELITELPUPREF	Equipment Support - FastPak Elite - Additional LPU - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs	\$ 3,412.50	4.76%
FastPak Support Services**	SVCELITELPUPREM	Equipment Support - FastPak Elite - Additional LPU - Premium Service, 24/7. Includes 2 PMs (subject to availability in customer's location)	\$ 4,032.00	4.76%
FastPak Support Services**	SVCFPVERPS	Phone Support - FastPak Verify - 24/7. Does not include PMs. Excludes Spoolers.	\$ 2,625.00	4.76%
FastPak Support Services**	SVCFPVERBS	Equipment Support - FastPak Verify - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 1 PM. Excludes Spoolers.	\$ 4,200.00	4.76%
FastPak Support Services**	SVCFPVERPR	Equipment Support - FastPak Verify - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 1 PM. Excludes Spoolers.	\$ 7,350.00	4.76%
FastPak Support Services**	SVCFPVERPM	Equipment Support - FastPak Verify - Preventive Maintenance Visit	\$ 705.80	4.76%
FastPak Support Services**	SVCREMCKRBS	Equipment Support - FastPak Verify - Remote Checker	\$ 1,050.00	4.76%
FastPak Support Services**	SVCREMCKRPR	Equipment Support - FastPak Verify - Remote Checker	\$ 1,050.00	4.76%
FastPak Support Services**	SVRXSSFPTT	FastPak TableTop - Annual License Fee	\$ 1,050.00	4.76%
FastPak Support Services**	SV-TT-PH	Phone Support - FastPak TableTop - 24/7. Does not include PMs.	\$ 2,625.00	4.76%
FastPak Support Services**	SV-TT-BS	Equipment Support - FastPak TableTop - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 1 PM.	\$ 4,725.00	4.76%
FastPak Support Services**	SV-TT-PR	Equipment Support - FastPak TableTop - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 1 PM.	\$ 7,350.00	4.76%
<b>** Pricing for Support &amp; 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 &amp; Annual License Fees will be subject to a 10% increase.</b>				
FastPak Consumables & Canisters	51022490AN	FastPak Elite Narrow Ribbon (10/case)	\$ 262.50	4.76%
FastPak Consumables & Canisters	51022490AW	FastPak Elite Wide Ribbon (10/case)	\$ 262.50	4.76%
FastPak Consumables & Canisters	51022406AN	FastPak Elite Narrow Ribbon Cartridge (each)	\$ 73.50	4.76%
FastPak Consumables & Canisters	51022406AW	FastPak Elite Wide Ribbon Cartridge (each)	\$ 73.50	4.76%
FastPak Consumables & Canisters	RFIDPPL01	FastPak Elite Wide Non-Humid Proof Paper (6/case)	\$ 393.75	4.76%
FastPak Consumables & Canisters	029130020W	FastPak Elite Wide Humid Proof Paper (6/case)	\$ 619.50	4.76%
FastPak Consumables & Canisters	29132000	FastPak Elite Narrow Non-Humid Proof Paper (6/case)	\$ 393.75	4.76%
FastPak Consumables & Canisters	29132100	FastPak Elite Narrow Humid Proof Paper (6/case)	\$ 619.50	4.76%
FastPak Consumables & Canisters	51Y22204C	FastPak Elite Prefill Tray	\$ 1,779.75	4.76%
FastPak Consumables & Canisters	AB000332-A	FastPak Elite Canister Label (460/roll)	\$ 59.10	9.09%
FastPak Consumables & Canisters	14000010	FastPak Elite Brass Brush	\$ 14.25	9.12%
FastPak Consumables & Canisters	14000030	FastPak Elite Car Cream (Wax)	\$ 29.19	9.08%
FastPak Consumables & Canisters	VP00094-A	FastPak Elite Blue Pen (10/package)	\$ 25.30	9.09%
FastPak Consumables & Canisters	51Y22358A	FastPak Verify Master Image Tray Yuyama	\$ 899.99	1.67%
FastPak Consumables & Canisters	51Y22359B	FastPak Verify Master Image Tray Panasonic	\$ 929.99	4.84%
FastPak Consumables & Canisters	AB01345-A	FastPak Verify Spooler Reel	\$ 106.77	9.09%

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FastPak Consumables & Canisters	UP600	Thermal Foil 2 1/4" Dot Matrix (5/case)	\$ 159.99	9.37%
FastPak Consumables & Canisters	UP601	Thermal Foil 2 1/4" Poly (5/case)	\$ 184.99	5.40%
FastPak Consumables & Canisters	UP610	Poly Clear 2.375" (5/case)	\$ 329.99	16.66%
FastPak Consumables & Canisters	UP620	Poly Amber 2.375" (5/case)	\$ 329.99	16.66%
FastPak Consumables & Canisters	UP625	Thermal Transfer Ribbon (5/case)	\$ 126.00	4.76%
FastPak Consumables & Canisters	2C9900	FastPak Elite Large Canister	\$ 112.00	0.00%
FastPak Consumables & Canisters	2C9950	FastPak Elite Extra Large Canister	\$ 112.00	0.00%
FastPak Consumables & Canisters	32204000	FastPak Elite Half-Tab Canister	\$ 450.00	0.00%
<b>FastFill™ Vial Filling System</b>				
FastFill Equipment & Upgrades	FF54SA	FastFill 54 Stand Alone	\$ 68,250.00	4.76%
FastFill Equipment & Upgrades	FF54CWP	FastFill 54 Child with Parent	\$ 65,100.00	4.76%
FastFill Equipment & Upgrades	FF54SACHild	FastFill 54 Stand Alone - Child	\$ 67,200.00	4.76%
FastFill Equipment & Upgrades	FF54OSU	FastFill 54 On Site Upgrade - No PC	\$ 10,500.00	4.76%
FastFill Equipment & Upgrades	FF54OSUPC	FastFill 54 On Site Upgrade - With PC	\$ 14,175.00	4.76%
FastFill Equipment & Upgrades	FF54RU	FastFill 54 Remote Upgrade - No PC	\$ 5,250.00	4.76%
FastFill Equipment & Upgrades	FF54RUPC	FastFill 54 Remote Upgrade - With PC	\$ 8,400.00	4.76%
FastFill Equipment & Upgrades	FF120U	FastFill 120 Upgrade Win 10	\$ 21,000.00	4.76%
FastFill Equipment & Upgrades	FF120WIN10VM	FastFill 120 Upgrade Win 10 - VM or No Server	\$ 7,875.00	4.76%
FastFill Equipment & Upgrades	FF220U	FastFill 220 Upgrade Win 10	\$ 23,100.00	4.76%
FastFill Equipment & Upgrades	FF220WIN10VM	FastFill 220 Upgrade Win 10 - VM or No Server	\$ 7,875.00	4.76%
FastFill Training	FFTRAIN1	Customer Training - FastFill, 1 day at Customer Site (Instructor T&E included)	\$ 5,643.75	6.98%
FastFill Training	FFTRAIN2	Customer Training - FastFill, 2 days at Customer Site (Instructor T&E included)	\$ 7,525.00	6.98%
FastFill Training	FFTRAIN3	Customer Training - FastFill, 3 days at Customer Site (Instructor T&E included)	\$ 9,406.25	6.98%
FastFill Training	FFTRAIN4	Customer Training - FastFill, 4 days at Customer Site (Instructor T&E included)	\$ 11,287.50	6.98%
FastFill Training	FFTRAIN5	Customer Training - FastFill, 5 days at Customer Site (Instructor T&E included)	\$ 13,168.75	6.98%
FastFill Support Services**	SVC54PS	Phone Support - FastFill 54 - 24/7. Does not include PMs.	\$ 2,625.00	4.76%
FastFill Support Services**	SVC54PM	Equipment Support - FastFill 54 - Preventive Maintenance Visit	\$ 1,200.00	4.75%
FastFill Support Services**	SVC54BS	Equipment Support - FastFill 54 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 1 PM.	\$ 4,725.00	4.76%
FastFill Support Services**	SVC54PR	Equipment Support - FastFill 54 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 1 PM.	\$ 6,825.00	4.76%
FastFill Support Services**	SVC120PS	Phone Support - FastFill 120 - 24/7. Does not include PMs.	\$ 5,250.00	4.76%
FastFill Support Services**	SVC120PM	Equipment Support - FastFill 120 - Preventive Maintenance Visit	\$ 1,418.55	4.76%
FastFill Support Services**	SVC120BS	Equipment Support - FastFill 120 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs.	\$ 12,600.00	4.76%
FastFill Support Services**	SVC120PR	Equipment Support - FastFill 120 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs.	\$ 14,700.00	4.76%
FastFill Support Services**	SVC220PS	Phone Support - FastFill 220 - 24/7. Does not include PMs.	\$ 5,250.00	4.76%
FastFill Support Services**	SVC220PM	Equipment Support - FastFill 220 - Preventive Maintenance Visit	\$ 1,418.55	4.76%
FastFill Support Services**	SVC220BS	Equipment Support - FastFill 220 - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 2 PMs.	\$ 14,700.00	4.76%
FastFill Support Services**	SVC220PR	Equipment Support - FastFill 220 - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 2 PMs.	\$ 19,950.00	4.76%
<b>** Pricing for Support &amp; 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 &amp; Annual License Fees will be subject to a 10% increase.</b>				
FastFill Canisters	2C4006	FastFill 54 Canister	\$ 175.00	0.00%
FastFill Canisters	2C4005	FastFill 120 Canister	\$ 175.00	0.00%
FastFill Canisters	2C4001	FastFill 220 Canister	\$ 175.00	0.00%
Miscellaneous FastFill & FastPak Consumables	2A2101-ELITE	FastPak ELITE Cleaning Vacuum	\$ 342.99	12.53%
Miscellaneous FastFill & FastPak Consumables	2A2104-ELITE	FastPak ELITE Vacuum Replacement Filter	\$ 46.99	8.49%
Miscellaneous FastFill & FastPak Consumables	MN313003	Print Head Cleaning Pad	\$ 13.84	9.09%
Miscellaneous FastFill & FastPak Consumables	2A1320-A	Boxes - Unit Dose (Small) (1000/case)	\$ 126.99	13.38%
Miscellaneous FastFill & FastPak Consumables	2A1325	Boxes - Multi Dose (Small) (400/case)	\$ 97.35	9.09%
Miscellaneous FastFill & FastPak Consumables	2A1326	Boxes - Multi Dose (Medium) (300/case)	\$ 79.20	9.09%
Miscellaneous FastFill & FastPak Consumables	2A1327	Boxes - Multi Dose (Large) (225/case)	\$ 143.00	9.09%
Miscellaneous FastFill & FastPak Consumables	2M9566	Vial Canister Label - FF54/120/220 (580/roll)	\$ 49.99	11.92%
Miscellaneous FastFill & FastPak Consumables	P025061-A	FastFill 220 Tote Labels (1000/roll)	\$ 84.19	9.09%
Miscellaneous FastFill & FastPak Consumables	2M9580	FastFill 120/220 Vial Labels (10/case)	\$ 299.99	19.26%
Miscellaneous FastFill & FastPak Consumables	40000027C	Desiccant (300/can)	\$ 60.50	9.09%
Miscellaneous FastFill & FastPak Consumables	OB4161540	Cap - 16/20 Dram (700/case)	\$ 100.60	9.09%
Miscellaneous FastFill & FastPak Consumables	OB4161550	Cap - 40 Dram (450/case)	\$ 70.73	9.09%
Miscellaneous FastFill & FastPak Consumables	OB4170180	Vial - Amber 16 Dram (170/case)	\$ 54.32	9.09%
Miscellaneous FastFill & FastPak Consumables	OB4170230	Vial - Amber 20 Dram (150/case)	\$ 56.53	9.09%
Miscellaneous FastFill & FastPak Consumables	OB4170300	Vial - Amber 40 Dram (80/case)	\$ 44.01	9.09%
Miscellaneous FastFill & FastPak Consumables	2M0025	Index Tabs (25/set)	\$ 33.99	15.24%
Miscellaneous FastFill & FastPak Consumables	2M9101	7 1/2" Bags (10/pack)	\$ 15.40	9.09%
Miscellaneous FastFill & FastPak Consumables	2M9103	9" Bags (10/pack)	\$ 17.05	9.09%
Miscellaneous FastFill & FastPak Consumables	2M9104	12 1/2" Bags (10/pack)	\$ 17.60	9.09%
<b>Barcode Station</b>				
Barcode Station Equipment & Upgrades	2M9530H	Stand Alone Barcode Station	\$ 15,750.00	4.76%
Barcode Station Equipment & Upgrades	2M9530HW10U	Stand Alone Barcode Station Upgrade - Windows 10	\$ 4,725.00	4.76%
Barcode Station Equipment & Upgrades	SABSUP3.81-6.0	Stand Alone Barcode Station Upgrade from 3.81 to 6.0	\$ 13,125.00	4.76%
Barcode Station Equipment & Upgrades	00-106370-000B	Cordless Barcode Scanner	\$ 976.50	4.76%
Barcode Station Equipment & Upgrades	10-500534-000A	Biometric Scanner	\$ 234.15	4.76%
Barcode Station Support Services**	SVBCSPH	Phone Support - Barcode Station - 24/7. Does not include PMs.	\$ 1,575.00	4.76%
Barcode Station Support Services**	SVBCSBS	Equipment Support - Barcode Station - Basic Service, 8am to 5pm Local Time, Monday to Friday. Includes 1 PM.	\$ 3,150.00	4.76%
Barcode Station Support Services**	SVBCSPR	Equipment Support - Barcode Station - Preferred Service, 8am to 11pm Local Time, 7 Days. Includes 1 PM.	\$ 5,250.00	4.76%
Barcode Station Support Services**	2M9530HL	Stand Alone Barcode Station - Annual Software License Fee	\$ 2,100.00	4.76%
<b>** Pricing for Support &amp; 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 &amp; Annual License Fees will be subject to a 10% increase.</b>				
Barcode Station Consumables	2M9534	Barcode Station Labels: Standard Inventory (1.5" x .5")	\$ 21.29	5.35%

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Barcode Station Consumables	2M9535	Barcode Station Labels: Mini Inventory (.75" x .5")	\$ 29.99	1.23%
Barcode Station Consumables	2M9485	Barcode Station Labels: Flag Label (1.5" x .5" with 2.5" x .5" flag tail)	\$ 33.83	9.09%
Barcode Station Consumables	502224-A	Barcode Station Labels: Dot Label (3/8" Dot w/in 1" x 1" square)	\$ 15.99	3.81%

**ATTACHMENT D**ARxIUM, Inc.  
1400 Busch Parkway  
Buffalo Grove, IL 60089Phone 847.808.2600  
Toll Free 888.537.3102  
Fax 847.808-3322Contract 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 pharmacy automation 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:

"Additional Services" shall have the meaning set forth in Section B(k) of Schedule E.

"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.

"ARxIUM Business Hours" shall mean 8:00 a.m. through 5:00 p.m. central time, Monday to Friday (excluding Holidays).

"Authorized Consumables" shall have the meaning set forth in Section 10.

"Authorized Service Providers" shall have the meaning set forth in Section 10.

"Confidential Information" shall have the meaning set forth in Section 4(c).

"Customer Business Hours" shall mean 8:00 a.m. through 5:00 p.m. Customer's local time, Monday to Friday (excluding Holidays).

"Customer's Facility" means the delivery address specified in Schedule A.

"Database" shall have the meaning set forth in Section 3(e).

"Delivery" shall have the meaning set forth in Section 6(a).

"Discloser" shall have the meaning set forth in Section 4(c).

"Documentation" means user manuals, specifications, interface documents, consumables lists, test plans, Software Documentation and any other guides or instructions related to a System.

"Effective Date" means the date on which the Company executes this Agreement, as set forth on the signature page hereto.

"Equipment" means the hardware items listed as products on Schedule A (other than Recommended Equipment).

"Excluded Events" shall have the meaning set forth in Section B(h) of Schedule E.

"Excluded Items" shall have the meaning set forth in Section B(h) of Schedule E.

"Holidays" means New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

"Initial Support Term" shall have the meaning set forth in Section 12(a).

"Installation" means the later of (i) the date that the System is considered or deemed installed in accordance with Section 6(b), or (ii) 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 (i) 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.

"PM" shall mean Preventive Maintenance as set forth in Section B(e) of Schedule E.

"Purchase Price" means the total aggregate amount(s) shown on Schedule A.

"Recipient" shall have the meaning set forth in Section 4(c).

"Recommended Equipment" means equipment and the configuration thereof, if any, listed in Schedule A recommended by the Company for use with the Software.

"Renewal Support Term" shall have the meaning set forth in Section 12(a).

"RxWorks Software" shall have the meaning set forth in Section C.3(a) of Schedule E.

"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.

"Service Fee" shall have the meaning set forth in Section B(f) of Schedule E.

"Software" means the executable application software and operating system software listed as such on 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.

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“Support Term” shall have the meaning set forth in Section 12(a).

“System” means, collectively, the Equipment, the Software, the Third Party Software, and the Database.

“System Maintenance Services” shall have the meaning set forth in Section B(b) of Schedule E.

“System Manager(s)” shall have the meaning set forth in Section 8.

“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 embedded in the Equipment.

“Updates” shall have the meaning set forth in Section 4(f).

“Upgrades” shall have the meaning set forth in Section 4(f).

“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 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. Title to the Equipment shall pass to the Customer upon payment in full of the Purchase Price for all Equipment. Title shall be free and clear of all liens and encumbrances, excepting those of parties claiming through the Customer, if any. Notwithstanding anything herein to the contrary, the Customer does not by virtue of 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 nonexclusive, nontransferable, 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, nor shall the Customer permit any operator, employee, agent, outside consultant or other third party to do any of the foregoing. 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 to 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, 18, 23 and 25.

(e) Without limiting the generality of the foregoing, with respect to Third Party Software (including, the software or databases licensed from Oracle or other third parties which comprises a part of the System (the “Database”), the Customer also agrees that Customer shall not: (i) alter the wording, values, meaning, knowledge, interpretation, or recommendations in the Database; (ii) prepare subsets or derivative works of the Database; (iii) extract text or tables from the Database; (iv) write separate applications to the Database or inquire against it independently; (v) copy the Database (apart from regular backups) or produce a printed copy of the Database; (vi) publish or permit publication of any results of benchmark tests run on the Database; or (vii) use the Database in any way except in connection with, and as a part of, the System provided to Customer by the Company under this Agreement. The Customer acknowledges that the Company or its designee may, from time to time and at its expense, audit the Customer’s use of this software, and that, in each case, the provider of the Third Party Software is a third-party beneficiary of the provisions of this Section.

### 4. Intellectual Property Rights; Confidential Information.

(a) The Customer acknowledges and agrees that it acquires no ownership rights in the Software, the 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

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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, Documentation, any Third Party Software, and any Confidential Information provided to the Customer related to this Agreement.

(e) The Customer shall not use the Software or Documentation in any way whatsoever other than the purposes described in this Agreement, nor shall they be copied, reproduced, transmitted, or communicated to third parties without the Company's express written consent.

(f) The Company may, from time to time, modify 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 ("Updates"). Any Updates that the Company makes generally available to all end users will be made available at the same time to the Customer. Any Updates that only maintain the functionality of the System, for which the System would be rendered inoperable without it, will be included in the services provided under Customer's support and/or license agreement.

(g) The Customer shall maintain and enforce agreements and policies with its personnel sufficient to give effect to the provisions of Section 3 and Section 4 herein.

## 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 MMCAPI Infuse Master Agreement (MMS2100570) 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 setoff without the Company's written consent, except as provided in the MMCAPI 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, that 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's 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

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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, that 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) Unless otherwise specified in this Agreement, 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 ("System Manager(s)"). Such System Manager(s) will be responsible for reviewing and evaluating all end-user requests for service and informing the Company of any problems that the System Manager cannot resolve.

**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, 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 in the canisters/cassettes used in the System; (ii) consumable 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 to 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; or (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 STATUTE, OR BY PERFORMANCE, CUSTOM, 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 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. Consumables and Service.** The Customer is responsible for the acquisition, installation, maintenance, and replacement of all consumables listed in Schedule F and utilized in connection with the operation of the System. Only consumable materials authorized in writing by the Company or listed in Schedule F ("Authorized Consumables") shall be used in the System, and only the Company's service personnel, Company-approved third party service providers, and Company-approved 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 consumable materials other than Authorized Consumables 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 consumables or unauthorized service providers.

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**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".

(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 nor shall they incur obligations of any kind in the name of or for the account of the other party hereto.

**15. Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, not to be unreasonably withheld or delayed, except in connection with a sale of all or substantially all of the assets of a party, in which case the consent of the other party shall not be required. 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 MMCAP 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, airbill prepaid, or (c) upon transmission if by facsimile or email, 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: 847-808-3322  
Email: contracts@arxium.com  
Attn: Contracts

If to the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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. Consent to Receive Communications.** As a company doing business internationally, ARXIUM, Inc. strives to comply with anti-spam legislation worldwide and therefore requires consent prior to sending out commercial electronic messages ("CEMs"). The parties hereby grant their express consent to exchange CEMs. Such consent to receive CEMs shall continue during the term of this Agreement and thereafter until such time as consent is withdrawn.

**24. 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.

**25. Books and Records.** Unless otherwise required by the terms of the MMCAP 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, 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 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.

**26. 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]**

**ARXIUM, INC.**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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## 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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**SCHEDULE B**

**FASTPAK™ AND FASTFILL™ IMPLEMENTATION PROJECT MILESTONES**

**Customer Name:** \_\_\_\_\_

**Date of Agreement:** \_\_\_\_\_

This document (the "Implementation Plan") applies to the Systems identified on the Schedule A of 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
Formulary List	Before Equipment ships, Customer will provide an electronic file of their complete formulary list including Drug ID, NDC/DIN, Manufacture, Primary Drug Name, Secondary Drug Name, Strength, Metric Quantity, and Dosage Form.	
Drug List	Before Equipment ships, Customer will provide an electronic file of their drug list including Drug ID, NDC/DIN, Manufacture, Primary Drug Name, Secondary Drug Name, Strength, and Usage.	
Customer Labels	Before Equipment ships, Customer shall provide sample populated labels. Note: if logo is required, Customer must provide blank sample labels along with the logo image.	
Remote Access	Customer will work with Company 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 System in accordance with System specifications. Required to be done prior to the Installation Start Week.	
System Interfaces	Company will install or have installed the applicable interface applications needed to communicate with Customer's Pharmacy System.	
Floor Plan Approval	Before Equipment ships, Customer shall approve the proposed floor plan design and specifications.	
Site Preparation	Before Equipment ships, Customer will complete all construction elements (fixtures, electrical, network lines, etc.) required to install the System as discussed with the Company's Implementation Team.	
Training – Corporate (on required systems only)	Before Equipment ships, System Managers will undergo product training at Company facility. 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. <b>The Customer will also be responsible for travel and expenses for additional attendees.</b>	
Equipment Delivery	Company will deliver the Equipment. Customer will accept, inspect, and inventory the Equipment when it arrives. It is the responsibility of the Customer to notify Company and note on the shipper's bill of lading any damage or equipment shortage.	
Installation/Go-Live Week	The Company's Implementation Specialist will be scheduled on-site to install and train in accordance with the material specifications of respective user manuals.	
Training – Customer Site	Customer will provide dedicated staff for training during installation. Customer is responsible for scheduling training and staff attendance.	
Medication Images for the FastPak Verify	The customer will complete photographs of all medications listed in the Verify database prior to Company's Go-Live visit.	
Go-Live Week for the FastPak Verify	The Company's Implementation Specialist will be scheduled on-site to bring the verification system live.	

Each person signing this Schedule B represents that he/she intends to and has the authority to bind his/her respective party to the Completion Dates scheduled herein.

<b>[CUSTOMER]</b>	<b>ARXIUM, INC.</b>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**\*\*NOTE TO CUSTOMER: DO NOT EXECUTE. THIS DOCUMENT IS REPRESENTATIVE OF THE FINAL SCHEDULE. DO NOT SIGN UNTIL**

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**FINAL (i.e. until the dates have been filled in by mutual agreement of the parties).  
SCHEDULE B**

**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.

<b>Project Milestone</b>	<b>Description</b>	<b>Completion Date</b>
Interface Specification Worksheets	Customer will complete and return the Interface Worksheet provided by Company. Once the interface worksheet has been reviewed by Company, 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 Company 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	Company 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	Company will deliver the Equipment. Customer will accept, inspect, and inventory the Equipment when it arrives. It is the responsibility of the Customer to notify Company 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 Company or connected to Company 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	Company 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.	

Each person signing this Schedule B represents that he/she intends to and has the authority to bind his/her respective party to the Completion Dates scheduled herein.

<b>[CUSTOMER]</b>	<b>ARXIUM, INC.</b>
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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## SCHEDULE B

### RxWorks™ Implementation Project Milestones

**Customer Name:** \_\_\_\_\_ **RxWorks Software Installation:** \_\_\_\_\_  
**Date of Agreement:** \_\_\_\_\_ **Date of this Installation Plan:** \_\_\_\_\_

This document (the "Implementation Plan") applies to the Systems identified on the Schedule A of 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 Completion date (as defined below). 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
Facility Analysis	Company and the Customer will work together to review Customer's processes to determine the future state. Customer will provide the dedicated staff for this activity.	
Formulary List	Customer will provide an electronic file of their complete formulary list to include drug ID, NDC/DIN, manufacturer, primary drug name, secondary drug name, strength, and usage.	
Hardware Verification	A complete list of required System hardware will be provided by the Company to the Customer. Customer will provide Company with a complete list of all Customer supplied hardware for verification by Company that it meets minimum System requirements.	
Server & Client Deployment	Customer is responsible for the setup of the Server and Clients on their network. The Customer will work with Company to setup the preferred method for remote support. (VPN, SecureLink, etc.)	
Data Build	Customer will build their data as directed by Company prior to go live	
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 System in accordance with System specifications.	
System Interfaces	Company will install or have installed the applicable interface applications needed to communicate with Customer's Pharmacy System.	
Floor Plan Drawing – Approval	Before Equipment ships, customer shall approve the proposed floor plan design and specifications.	
Construction	Customer will complete all construction elements (fixtures, electrical, network lines, etc.) required to install the System according to the Company specifications.	
Training – Corporate	Customer's System Managers to attend product training at Company's Facility.	
Equipment Provision & Validation	Company will deliver the Equipment as scheduled in the project plan. The customer will accept, inspect and inventory the Equipment when it arrives. It is the responsibility of the Customer to notify Company and note on the shipper's bill of lading any damage or equipment shortages. In the event Customer chooses to supply any of the required Equipment, Customer is responsible to ensure such Equipment meets the Company's specifications and is ready and available when Company's Implementation Specialist arrives on site. Failure to have Customer-supplied Equipment available, configured and ready for use when Company's Implementation Specialist arrives on site will result in the rescheduling of the installation and will invoke a rescheduling fee as outlined above.	
Hardware Confirmation	Customer will confirm that all required System hardware is connected and ready for System implementation when Company's Implementation Specialist arrives on site.	
Training-Customer Site	Customer will provide dedicated staff for all determined phases of training during implementation. Customer is responsible for scheduling training and staff attendance.	
Installation/Go Live Week	The Company's Implementation Specialist will be scheduled on-site to install and train in accordance with the material specifications of their respective user manuals.	
Installation Completion	Installation Notice provided to Customer to signify that all Installation activity is complete and the System is available for use. <b>The Customer will receive a separate notice as each of the project phases is completed.</b>	

**Note to RxWorks Customers:** Implementation timelines can vary depending upon Customer responses to requests for data, validity of data, and the amount of time and resources available for Customer to set up their data. Customers who have focused on data setup can complete their stated implementation timeframe; however, Customers with fewer resources or allocated time have experienced a much longer total implementation. RxWorks setup is a Customer responsibility. Proper setup is required before the Company's RxWorks system can function

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correctly.

Each person signing this Schedule B represents that he/she intends to and has the authority to bind his/her respective party to the Completion Dates scheduled herein.

<b>[CUSTOMER]</b>	<b>ARXIUM, INC.</b>
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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**SCHEDULE C  
INSTALLATION NOTICE**

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

System Manager: \_\_\_\_\_

Customer Number: \_\_\_\_\_

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.**

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

Print 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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## SCHEDULE D

### ADDITIONAL 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.

#### DRUG DATA LIBRARY DISCLAIMER:

THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR CORRECTNESS OF THE DRUG DATA LIBRARY, WHICH DATA LIBRARY IS PROVIDED TO CUSTOMER "AS IS." THE COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER ACKNOWLEDGES, IN CONNECTION WITH THE USE OF THE DRUG DATA LIBRARY, THAT THE INFORMATION CONTAINED THEREIN IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHARMACISTS AND OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. CUSTOMER TAKES FULL RESPONSIBILITY FOR THE USE OF INFORMATION PROVIDED BY THE DRUG DATA LIBRARY IN PATIENT CARE AND ACKNOWLEDGES THAT THE USE OF THE DRUG DATA LIBRARY IS IN NO WAY INTENDED AS A REPLACEMENT OR SUBSTITUTE FOR PROFESSIONAL JUDGMENT. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ACTIONS OF CUSTOMER WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE, OR ANY OTHER BASIS. CUSTOMER SHALL ENSURE THAT ALL HEALTHCARE PROFESSIONALS USING THE DRUG DATA LIBRARY ARE AWARE OF THE LIMITATIONS OF THE USE OF THE DRUG DATA LIBRARY.

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## SCHEDULE E

### SUPPORT SERVICES

- 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, twenty-four (24) hours per day, seven (7) days per week. The Company will use commercially reasonable efforts to respond by telephone or remote access to emergency calls for service in less than one hour after notification.
  - (b) For on-site service, the Company or its designees will respond on-site to service calls as soon as commercially reasonable in the event phone service and trained service technicians cannot resolve the problem remotely. For on-site service during Regular Hours (as defined by the applicable support plan(s) chosen below), there is no charge. All on-site services provided at any other time will be provided by the Company at Company's preferred hourly rates then in effect.
  - (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 the 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. Post-Warranty Services.** Customer hereby subscribes to the following System Maintenance Services to be rendered by the Company with respect to the Equipment and/or Software listed in Schedule A following the conclusion of the Warranty Period as outlined below:
- (a) Post-Warranty System Maintenance Services shall commence on the date of termination of the Warranty Period and shall continue for the Initial Support Term of the duration identified below 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) Customer hereby engages the Company, and the Company hereby agrees, to provide, through Company employees or subcontractors, at the Company's discretion, the system maintenance services for the System under the support plan(s) indicated in the support plan pricing table below, which plan(s) is/are described more fully herein (the "System Maintenance Services"). All System Maintenance Services provided hereunder will be subject to the terms and conditions contained in the Agreement and in this Schedule E.
  - (c) Provision of the System Maintenance 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. Company and Customer shall cooperate in scheduling times for engineering changes, software updates, and software upgrades.
  - (d) The Customer acknowledges and agrees that the Company does not promise or guarantee that the System will operate without interruption.
  - (e) Preventive Maintenance ("PM") visits **MUST** be scheduled at mutually agreeable times, Monday to Friday, 8:00 a.m. to 5:00 p.m., Customer's local time. Any deviations will be charged at the Company's preferred hourly rates then in effect.
  - (f) Customer shall pay to the Company for the System Maintenance Services the fees set forth herein or in Schedule A in relation to the System Maintenance 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 Support Term as identified below, 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.
  - (g) 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 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.
  - (h) The System Maintenance Services shall be subject to the same exclusions contained in Section 9(b) of the Agreement (collectively, the "Excluded Events"). In addition, the System Maintenance Services and the Service Fee do not include (i) furnishing any consumable supplies such as vials, caps, printer ribbons, packing film or paper (although the Company will, at the time of preventive maintenance for preferred 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.
  - (i) In addition to any other rights that it might have hereunder, either party may terminate the obligation with respect to the System Maintenance Services, in whole or in part, upon breach by the other party of any material obligation with respect to such System Maintenance 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)

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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.

- (j) Upon the Customer's request, included services may be requested outside of the Regular Service Hours (as defined in the applicable support plan) but such requested services are subject to the availability of appropriate Company personnel and Company will charge Customer at the Company's preferred hourly rates then in effect.
- (k) Upon Customer's request and solely at Customer's expense (including any applicable overtime charges), the Company will provide additional equipment services ("Additional Services") subject to the availability of appropriate Company personnel. The Company will charge Customer for the Additional Services at the Company's preferred hourly rates then in effect (including any applicable overtime charges).

**Support Plan Pricing**

Product Type	Plan Type	Initial Support Term	# of PM Visits Included Per Year	Plan Price Per Year	Additional Annual PM Visits Requested	Additional PM Pricing Per Visit	Annual Total
						<b>TOTAL:</b>	

**Hourly Rates**

<b>Preferred Hourly Rates (with support agreement)</b>		<b>Standard Hourly Rates * (without support agreement)</b>	
Preferred T&M Business Hours Rate	\$135 per hour	Standard T&M Business Hours Rate	\$265 per hour
Preferred T&M Overtime Rate	\$190 per hour	Standard T&M Overtime Rate	\$370 per hour
Preferred T&M Holiday Rate	\$250 per hour	Standard T&M Holiday Rate	\$425 per hour

\* call out charge \$300 minimum

**C. Additional Terms.** The following additional terms shall apply to all Support Services supplied in accordance with this Schedule E.

**1. Taxes; Payment Terms; Fees.**

- (a) Customer shall pay all applicable sales and use taxes on all Support Services, shipping fees, all reasonable travel and living expenses associated with Support Services provided on-site, and all expenses the Company incurs in connection with any item or event not covered under the Agreement. If the Customer is a tax exempt organization, they shall supply Company with a copy of their tax exemption certificate and Company shall not charge any taxes for which the Customer has demonstrated that they are exempt.
- (b) Payment terms for all Support Services and related expenses shall be net thirty (30) days, unless otherwise stated herein.
- (c) The Company may, at its option, revise the 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 hourly rates shall become effective upon the effective date of the Renewal Support Term.
- (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) 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.

**2. Service Warranty and Remedies.**

- (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 or to re-perform the Support Services that fail to comply with this warranty. **THE FOREGOING LIMITED WARRANTY IS FURTHER SUBJECT TO THE LIMITATIONS SET FORTH IN THE AGREEMENT.**

**3. RxWorks Additional Software Warranty and Services.**

- (a) For RxWorks Inventory Management Software ("RxWorks Software") product described on Schedule A, as long as the Customer has a current contract for System Maintenance Services and also has any Annual Software License Fees identified in Schedule A, paid up, the Company will ensure that the RxWorks Software will conform to the Company's warranties throughout the term for which both System Maintenance Services and Annual Software License Fees are paid. Such services may include, without limitation, ongoing adaptive adjustments to the RxWorks Software, updates, upgrades minor

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enhancements, Software Documentation updates, remedial maintenance, engineering changes, and preventive maintenance. Except for training, for which there may be a fee, the Company shall provide all labor, maintenance, materials, tools, documentation, and diagnostic and test equipment necessary for the System Maintenance Services without additional charge to the Customer.

#### 4. Customer's Responsibilities.

- (a) If the Customer's use of the System in any way involves or has involved hazardous drugs, as determined by Company acting reasonably, the Customer acknowledges that, if Company deems it necessary to replace any part of the System, the Customer shall be solely responsible for the disposal of all parts of the Equipment which are removed, in accordance with all applicable laws, ordinances, regulations, requirements and rules.
- (b) Customer agrees:
  - (i) to be responsible for data backup as defined in the User Manual;
  - (ii) to provide and maintain an environment for the System and operating conditions as described in the Documentation;
  - (iii) to use, maintain, and service the System in accordance with the Agreement and the Documentation; and
  - (iv) not to install any software or hardware on the System or any components of the System.

#### 5. Terms and Conditions.

- (a) 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.
- (b) This Schedule E and the terms and conditions of the Agreement together constitute the entire agreement between the parties with respect to Support Services 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.

**D. Support Plan Descriptions.** Except as expressly provided herein, during the Term of the Agreement, the Company, through its employees or subcontractors, will provide the System Maintenance Services to the Customer in accordance with the applicable support plan descriptions outlined in this Section D to Schedule E.

#### Definitions for Support Plan Services:

"Emergency Telephone Support" means the emergency telephone support for the System that is provided by the Company during the Remote Service Hours to the Customer's System Manager 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 remote connection to emergency calls for service in less than one (1) hour after notification.

"Application Support" means the application support that is provided by the Company to the Customer during Regular Service Hours, (for troubleshooting and not for training purposes) by telephone in response to inquiries by the Customer's System Manager and other Customer personnel who have been trained by the Company to properly use the System. 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 the Company shall endeavor diligently to provide a permanent solution as soon as commercially practicable.

"On-Site Service" means the on-site service that is provided by the Company to the Customer during Regular Service Hours, via next available mode of commercial transportation, in the event phone service and trained service technicians cannot resolve the problem remotely. If on-site service is provided outside the Regular Service Hours, Customer will pay for such on-site services at the Company's preferred hourly rates then in effect, plus all reasonable living and travel expenses associated therewith. Targeted on-site response time is four (4) hours from time of dispatch.

"Repairs" means the reasonable efforts that the Company uses 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. If any on-site repair cannot be completed within Regular Service Hours, or if Customer requests that the Company, or its designee, continue to attempt to provide on-site repair outside of Regular Service Hours, the Customer will be billed at the Company's preferred hourly rates then in effect. Customer will pay the Company at the Company's preferred hourly rates then in effect 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 located in Section B(h).

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**Available Support Plans:**

**1. Premium Service Plan.**

- (a) Definitions for the Premium Service Plan:
  - (i) "Remote Service Hours" means twenty-four (24) hours per day, seven (7) days per week, including Holidays.
  - (ii) "Regular Service Hours" means twenty-four (24) hours per day, seven (7) days per week, including Holidays.
- (b) Includes the following support plan services:
  - (i) Emergency Telephone Support
  - (ii) Application Support
  - (iii) On-Site Service
  - (iv) Repairs

**2. Preferred Service Plan.**

- (a) Definitions for the Preferred Service Plan:
  - (i) "Remote Service Hours" means twenty-four (24) hours per day, seven (7) days per week, including Holidays.
  - (ii) "Regular Service Hours" means 8:00 a.m. to 11:00 p.m. Customer's local time, seven (7) days per week, including Holidays.
- (b) Includes the following support plan services:
  - (i) Emergency Telephone Support
  - (ii) Application Support
  - (iii) On-Site Service
  - (iv) Repairs

**3. Basic Service Plan.**

- (a) Definitions for the Basic Service Plan:
  - (i) "Remote Service Hours" means twenty-four (24) hours per day, seven (7) days per week, including Holidays.
  - (ii) "Regular Service Hours" means 8:00 a.m. to 5:00 p.m. Customer's local time, Monday to Friday, excluding Holidays.
- (b) Includes the following support plan services:
  - (i) Emergency Telephone Support
  - (ii) Application Support
  - (iii) On-Site Service
  - (iv) Repairs

**4. Phone Only Service Plan.**

- (a) Definitions for the Phone Only Service Plan:
  - (i) "Remote Service Hours" means twenty-four (24) hours per day, seven (7) days per week, including Holidays.
  - (ii) "Regular Service Hours" means 8:00 a.m. to 5:00 p.m. Customer's local time, Monday to Friday, excluding Holidays.
- (b) Includes the following support plan services:
  - (i) Emergency Telephone Support
  - (ii) Application Support
  - (iii) Any requested PM visit or on-site visit to complete Repairs must be scheduled at mutually acceptable times. Customer shall pay Company for parts, labor and all reasonable travel and living expenses as invoiced by Company. Labor will be charged at the Company's preferred hourly rates then in effect, including any applicable overtime charges.

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**SCHEDULE F****AUTHORIZED CONSUMABLES, EQUIPMENT AND SUPPLIES**

<b>Product Family</b>	<b>Product Code</b>	<b>Authorized Consumables, Equipment and Supplies</b>	<b>Quantity Description</b>
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
Pouch	51022490AN	FastPak Elite Narrow Ribbon	10/case
Pouch	51022490AW	FastPak Elite Wide Ribbon	10/case
Pouch	51022406AN	FastPak Elite Narrow Ribbon Cartridge	each
Pouch	51022406AW	FastPak Elite Wide Ribbon Cartridge	each
Pouch	RFIDPPL01	FastPak Elite Wide Non-Humid Proof Paper	6/case
Pouch	29130020	FastPak Elite Wide Humid Proof Paper	6/case
Pouch	29132000	FastPak Elite Narrow Non-Humid Proof Paper	6/case
Pouch	29132100	FastPak Elite Narrow Humid Proof Paper	6/case

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Product Family	Product Code	Authorized Consumables, Equipment and Supplies	Quantity Description
Pouch	51Y22204C	FastPak Elite Prefill Tray	each
Pouch	AB00332-A	FastPak Elite Canister Label	460 labels/roll
Pouch	14000010	FastPak Elite Brass Brush	each
Pouch	14000030	FastPak Elite Car Cream (Wax)	each
Pouch	40000027C	FastPak Elite Desiccant	300/can
Pouch	2A2102-ELITE	FastPak Elite Cleaning Vacuum	each
Pouch	2A2104-ELITE	FastPak Elite Vacuum Replacement Filter	each
Pouch	2C9900	FastPak Elite Large Canister	each
Pouch	2C9950	FastPak Elite Extra Large Canister	each
Pouch	32204000	FastPak Elite Half-Tab Canister	each
Pouch	UP600	FastPak TableTop Thermal Foil 2¼" Dot Matrix	5/case
Pouch	UP601	FastPak TableTop Thermal Foil 2¼" Poly	5/case
Pouch	UP610	FastPak TableTop Poly Clear 2.375"	5/case
Pouch	UP620	FastPak TableTop Poly Amber 2.375"	5/case
Pouch	UP625	FastPak TableTop Thermal Transfer Ribbon	5/case
Pouch	VP00094-A	FastPak Verify Blue Pen	10/package
Pouch	51Y22358A	FastPak Verify Master Image Tray (Yuyama)	each
Pouch	51Y22359B	FastPak Verify Master Image Tray (Panasonic)	each
Pouch	AB01345-A	FastPak Verify Spooler Reel	each
Pouch	2A1327	Boxes – Multi Dose (Large)	225/case
Pouch	2A1326	Boxes – Multi Dose (Medium)	300/case
Pouch	2A1325	Boxes – Multi Dose (Small)	400/case
Pouch	2A1320-A	Boxes – Unit Dose (Small)	1000/case
RxWorks	2M9495	WP Term Label Patient Specific Zebra (3.125" x 2")	2,990 labels/roll, 3 rolls/case
RxWorks	2M9533	WorkFlow/Carousel Patient Label (3.125 x 2")	1,240 labels/roll, each
RxWorks	2Q1120	Desktop Zebra Printer Label (1.875" x 3.75)	3,360 labels/roll, 8 rolls/case
Vial	40000027C	FastFill 54/120/220 Vial Desiccant	300/can
Vial	2M9566	FastFill 54/120/220 Vial Canister Label	580/roll
Vial	P025061-A	FastFill 220 Tote Labels	1000/roll
Vial	2M9580	FastFill 120/220 Vial Labels	10 rolls/case
Vial	OB4161540	FastFill 120/220 Cap – 16/20 Dram	700/case
Vial	OB4161550	FastFill 120/220 Cap – 40 Dram	450/case
Vial	OB4170180	FastFill 120/220 Vial – Amber 16 Dram	170/case
Vial	OB4170230	FastFill 120/220 Vial – Amber 20 Dram	150/case
Vial	OB4170300	FastFill 120/220 Vial – Amber 40 Dram	80/case
Vial	2C4006	FastFill 54 Canister	each
Vial	2C4005	FastFill 120 Canister	each
Vial	2C4001	FastFill 220 Canister	Each
Vial	2M0025	Will Call – Index Tabs	25/set
Vial	2M9101	Will Call – 7.5" Bags	10/set
Vial	2M9103	Will Call – 9.0" Bags	10/set
Vial	2M9104	Will Call – 12.5" Bags	10/set
Other	2M9534	Barcode Station Labels: Standard Inventory (1.5" x .5")	4,200 labels/roll
Other	2M9535	Barcode Station Labels: Mini Inventory (.75" x .5")	2,880 labels/roll
Other	2M9485	Barcode Station Labels: Flag Label (1.5" x .5" with 2.5" x .5" flag tail)	1,000 labels/roll
Other	502224-A	Barcode Station Labels: Dot Label (3/8" Dot w/in 1" x 1" square)	1,800 labels/roll

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**SCHEDULE G****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 Business Associate and Covered Entity, 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, pursuant to the Agreement, equipment and/or services to Covered Entity that might involve the use, disclosure, and/or creation of Protected Health Information ("PHI").

WHEREAS Business Associate and Covered Entity 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 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, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 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, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 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.
- 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 may 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

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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 Sections 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 create, receive, maintain, transmit, use, or have access to, PHI on behalf of Business Associate 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.
- 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, unless the disclosure is not subject to the minimum necessary standard, as described in to 45 C.F.R. § 164.502(b).
- 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.

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- 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 Comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, with respect to ePHI to prevent use or disclosure of ePHI other than as provided for in this BA Agreement.
  - 4.2 Require all of its subcontractors and agents that create, receive, maintain, transmit, use, or have access to, ePHI on behalf of Business Associate to agree, in writing, to adhere to substantially similar restrictions and conditions (in all material respects) concerning ePHI that apply to Business Associate pursuant to Sections 4 of this BA Agreement.
  - 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. The parties agree that this section satisfies any reporting required by Business Associate of attempted but Unsuccessful Security Incidents (as defined below) for which the parties agree no additional report shall be required. For purposes of this BA Agreement, "Unsuccessful Security Incidents" include but are not limited to activity such as "pings" and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any other attempts to penetrate such computer networks or systems that do not result in unauthorized access, use or disclosure of ePHI. 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 Business Associate will notify Covered Entity within five (5) days of the discovery of a Breach of Unsecured PHI.
  - 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 7.1 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, in 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 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, but termination of the Agreement may be allowed only to the extent that the use, disclosure, and/or creation of PHI is required in order for Business Associate to carry out its responsibilities under the Agreement.
  - 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 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 use and/or disclosure 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 subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this BA Agreement to the subcontractors' and/or agents' 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.
- 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.

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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.  
96 Nature Park Way  
Winnipeg, MB R3P 0X8 Canada  
Attn: Privacy Officer

**with a copy to:**

ARxIUM, Inc.  
1400 Busch Parkway  
Buffalo Grove, IL 60089 USA  
Attn: Contracts

**If to Covered Entity, to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Privacy Officer

**with a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 BA 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 BA Agreement.

**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]  
Covered Entity**

**ARXIUM, INC.  
Business Associate**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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**SCHEDULE H**

As applicable, Statement of Work to be inserted here

**SCHEDULE I**

As applicable, State specific requirements to be inserted here