

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether by acknowledgment or performance, is expressly made conditional on Buyer's assent to Seller's terms and conditions which assent is manifested by Buyer's order entry by whatever means. In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over and supercede any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.
2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Shortages or damages must be identified and signed for at the time of delivery. Bulk packaging is standard unless otherwise noted. Order consolidation may be available for an additional charge and Buyer may contact Seller's customer service for more information.
3. **Delivery.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, delivery lead times and shipment dates are approximate and subject to change without notice. Seller may make partial shipments and segregate custom goods from standard goods. Seller, at its option, will not be bound to tender delivery of any goods for which Buyer has not provided shipping instructions and other required information. Seller may hold or delay delivery due to late payment on previous orders. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order. If any shipment is postponed or delayed by Buyer for any reason, Buyer shall reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.
4. **Pricing/Changes.** Unless otherwise specified in writing by Seller, all prices will remain in effect for thirty (30) days after the date of Seller's quotation or acknowledgment of Buyer's order, whichever occurs first, provided an unconditional, complete authorization for the immediate shipment of the goods is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30)-day period, Seller may change the prices at any time prior to shipment. Seller must approve changes or additions an order, and any changes may affecting pricing and delivery schedules.
5. **Minimum Order.** Seller will charge a \$39.00 freight and handling fee on all orders of goods under \$250.00 net, routed prepaid via small package carriers (UPS and FedEx). Seller will charge a \$29.00 handling fee plus actual freight costs on all orders of goods under \$250.00 net, routed airfreight, LTL, third party, or collect.
6. **Software.** Seller shall provide software support for its software during the first ninety (90) days after installation except as otherwise agreed in writing. Failure by Buyer to give written notice within this 90-day period will be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Seller or applicable third party licensor to Seller will retain all rights of ownership and title in its software including all rights of ownership and title in copies of such software. Seller hereby grants to Buyer a non-exclusive, royalty-free, non-transferable, and limited license to use the Seller proprietary software pre-loaded in any equipment (the "Seller Software") solely for purposes of Buyer properly using the equipment. Buyer agrees that it shall not, and shall not permit any of its employees, agents or independent contractors or any other third party to, (i) duplicate the Seller Software for any purpose other than for use with the equipment, (ii) modify, translate, reverse engineer, decompile, or create derivative works based on the Seller Software, (iii) grant any third party access to or use of the Seller Software on a service bureau, timesharing or application service provider basis or otherwise, or (iv) grant any third party access to the hardware on which the Seller Software have been installed, except such access may be granted to Buyer's contractors, affiliates and authorized agents for the purpose of maintaining, supporting and providing interoperability for Buyer's computers and computer systems, for end user access, or for outsourcing certain capabilities by Buyer. Buyer acknowledges and agrees that Seller is the sole owner of all Seller Software. Subject to these terms and conditions, in the event it is required, Seller may procure for Buyer, and Buyer shall acquire from Seller, licenses to use third-party software identified by the applicable purchase order and/ or as pre-loaded on the equipment (the "Third-Party Software"). On behalf of Buyer, Seller may work with the Third-Party Software licensor to identify and resolve any problems experienced by Buyer, however, Seller makes no warranty nor assumes any liability for Third-Party Software other than to procure a license to permit Buyer to use the Third-Party Software and to troubleshoot and resolve with licensor any Third-Party Software issues. Seller makes no warranty nor assumes any liability for software purchased by Buyer directly from a software seller or licensor and installed on equipment with the exception that Seller may assist Buyer in resolving any issues with software seller or licensor. Seller may install any software updates remotely and will deliver notice of any updates to Buyer. Buyer shall perform an audit of the proper communication of transactions between the goods and Buyer's information system to verify all software updates.
7. **Antivirus Software.** Buyer is responsible for the installation of anti-virus software on all equipment containing a computer as well as maintaining that software with the latest updates. Buyer is responsible for the costs to repair or replace equipment that has been affected with any type of computer virus. Buyer shall perform system data backup on an ongoing basis. Disaster recovery and business continuity planning, testing and implementation for server hardware and software are the responsibility of Buyer. Buyer shall perform preventive maintenance on the goods as per Seller's instructions found in the user manual.
8. **Interfaces.** Seller may provide interfaces to Buyer for an additional fee. Any modifications requested for an ADT Interface after initial installation will incur an additional fee at Seller's prevailing rates. Modifications may include, but are not limited to, change in record format, change in communication mechanism, addition of new records types and addition of new processing functionality.
9. **Payment.** Payment terms are net thirty (30) days from date of Seller's invoice and are in U.S. currency unless otherwise agreed to. Freight and handling charges are not subject to discount. Late payments may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. In the event Buyer's financial status becomes unsatisfactory to Seller, Seller may require cash payments or security in advance. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. In addition to all other rights and remedies, Seller may either terminate the Agreement or order or suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller are hereby amend accordingly. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices.
10. **Cancellation of Orders>Returns.** Orders may not be canceled or returned without Seller's prior written authorization and all cancellations are subject to cancellation charges. Subject to prior written approval by Seller, Seller will not authorize returns of any goods with a value of less than \$200.00 net and Seller will charge a restocking fee of 15% (with a minimum amount of \$50.00) on all returns; in the event Seller authorizes the return of any custom goods, Seller will determine the restocking fee at the time of authorization. Shipments returned to Seller without prior written authorization may be returned to Buyer at Buyer's expense plus an appropriate handling charge and cancellation charges. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 10% of the order. Buyer may not terminate, in whole or in part, any Service Options after ordering such Service Options.
11. **Warranty/Buyer's Remedies.** The sole and exclusive warranties of Seller are as set forth in the applicable Attachment; SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES PROVIDED IN THESE TERMS AND CONDITIONS IS LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS, OR REFUND OF THE ORIGINAL PURCHASE PRICE OF THE GOODS OR SERVICES, AS APPLICABLE. Seller's warranty and Buyer's remedies for equipment are set forth in Attachment A. Seller's warranty and Buyer's remedies for batteries are set forth in Attachment B. Seller's warranty and Buyer's remedies for services and preventive maintenance are set forth in Attachment C.
12. **Technical Assistance.** Seller will provide Buyer phone-based support Monday thru Friday 8:00am-8:00pm ET excluding holidays at 1-800-947-3901. Buyer can also file a technical support request at www.touchpointmed.com, and Seller will use commercially reasonable efforts to address all requests by the following business day. Technical support does not cover out-of-warranty parts replacement or onsite

- service. Seller will use commercially reasonable efforts to schedule onsite service with a certified technician (where necessary) for the next business day provided a problem diagnosis occurs before 1:00pm ET. Under the Parts & Labor Option, onsite service calls during normal business hours are covered at no additional charge, but hourly rates at Seller's prevailing rates for after-hours, holiday, and weekend support will apply. Notwithstanding the foregoing, Seller's prevailing hourly rates will apply for any onsite assistance to if Seller determines that the support issue was the fault of Seller. Under the Parts-Only Option, Seller's prevailing hourly rates will apply to all onsite service calls. All after hours support will require prior management approval from Buyer. For onsite service calls, Buyer shall allow Seller (i) full and free access to the goods at a time mutually agreeable to Seller and Buyer, and (ii) full and free access to Buyer's facility where the goods are located. Buyer shall provide collaboration and assistance as needed during diagnosis to provide for next business day service resolution including, but not limited to: identifying a primary contact representative to work with Seller; providing the product serial number; and performing basic troubleshooting activities as directed by Seller. Also, Buyer shall allow Seller to use necessary machines, communications facilities, features and other products, consistent with Buyer's normal business practices, at no charge. Buyer's representative must be on the premises during Seller's performance of the services. Buyer shall provide reasonable workspace facilities at no charge to Seller. Buyer shall control site environmental conditions as specified herein or, in the absence of specification, according to standards of the industry. Buyer acknowledges that Seller may contract with a third-party service provider to provide technical service to Buyer. To permit remote diagnostic testing and support, Buyer shall provide continuously-connected high-speed secured Internet access. If Buyer's system, connectivity, or personnel prevent Seller from attempting to perform remote diagnostic testing and/or support of goods related to a request for services, then (i) Seller shall not be obligated to satisfy any response time commitment for those services and (ii) if Seller on-site assistance is required, Buyer will be charged for the service at Seller's hourly rate in effect at the time such service is performed.
13. Taxes. Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.
 14. Quotations. In the event Seller provides a quotation to Buyer, such quotation will be expressly conditioned upon these terms and conditions and is valid for 30 days from the date of the quotation.
 15. Product Design/Specification Changes/Technical Data Sheets. Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth on such technical data sheets is provided as a general guideline only since conditions vary with each application and method of installation. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature or with respect to technical advice provided by Seller, and Buyer uses and accepts any such data or advice at Buyer's sole risk.
 16. Tooling. Tool, die, and pattern charges, if any, are in addition to the price of the goods and are due and payable upon completion of the tooling. All such tools, dies and patterns will be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interests in, or rights to possession or removal, and do not prevent Seller from using them for other buyers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.
 17. Confidentiality. Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other. The parties acknowledge that performance under these Terms and Conditions is subject to compliance with applicable United States laws, regulations, or orders including those that may relate to the export of technical data and equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"), as may be amended, and agree to comply with all such laws, regulations or orders. Neither party will export, directly or indirectly, any technology or proprietary information without first obtaining any required export license or government approval. In the event any proprietary information is export-controlled, the disclosing party shall provide receiving party with written notice containing the nature of the export-controlled information, prior to any exchange of export-controlled proprietary information. Each party acknowledges that disclosure of any confidential information may cause irreparable damage to the other party for which monetary compensation may not be adequate. Accordingly, each party hereby agrees that in the event of any breach or threatened breach of the confidentiality section above, a party may petition a court of competent jurisdiction for injunctive relief, in addition to any other legal remedies which may be available to such party.
 18. Personal Data. The parties agree to maintain the privacy and security of any individually identifiable patient health information received from or created for the other party in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162 and 164 (collectively "HIPAA"), and agree to take such actions as are necessary and appropriate in connection therewith. In addition, Buyer is responsible for implementing best practices for privacy and data security practices with respect to the goods and any computers or hardware or individually identifiable information maintained in conjunction therewith.
 19. Force Majeure. Seller will not be liable for delays or failure to perform resulting from acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency, Buyer software installation, wireless, or Buyer furnished equipment or any other cause beyond the reasonable control of Seller.
 20. Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPLICITLY STATED IN THESE TERMS AND CONDITIONS, IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH BUYER'S USE OF THE GOODS, THE SELLER SOFTWARE, OR ANY THIRD-PARTY SOFTWARE OR BUYER'S USE OF OTHER HARDWARE, SOFTWARE OR EQUIPMENT, WHETHER OR NOT IN COMBINATION WITH THE GOODS, THE SELLER SOFTWARE, OR THE THIRD-PARTY SOFTWARE. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS, THE SELLER SOFTWARE, OR THE THIRD-PARTY SOFTWARE WILL MEET BUYER'S REQUIREMENTS OR WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.
 21. Misuse of Goods. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.
 22. Governing Law. The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Florida (except for any conflict-of-law principles that might require the application of some other state's laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded.
 23. Miscellaneous. Buyer's purchase of Seller's products hereunder pursuant solely to Seller's terms and conditions represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written, including, but not limited to, product literature. No changes, revisions or amendments will be valid or enforceable except as subject to agreement in writing signed by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set

forth herein will be cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer shall fully comply with all applicable laws, regulations, rules and other requirements of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, shipment, transfer and disposal of the goods. In no event may Buyer use, transfer, release, import, export goods in violation of any applicable laws, regulations, orders or requirements. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this paragraph is null and void. Seller may assign or subcontract any or all of its obligations under these Terms and Conditions. Any subcontract made by Seller will incorporate by reference all the terms herein. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. No employee, agent, dealer, or other person is authorized to alter any warranty provided by Seller or make any other warranty on behalf of Seller. The terms of this limited warranty are subject to change without notification. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Seller and Seller's employees, directors, officers, managers, contractors, subcontractors, agents and other related parties (individually and collectively, "Personnel") are independent contractors in relation to Buyer and its owners and Personnel; and nothing contained in these Terms and Conditions will be deemed to create an employment, association, partnership, joint venture, agency or any other type of relationship between or among any of, on the one hand, Seller or its Personnel, and on the other hand, Buyer or its Personnel.

Attachment A: Limited Warranty for Equipment

1. Applicability of General Terms and Conditions. This Limited Warranty for Equipment is subject to Seller's General Terms and Conditions of Sale (the "General Terms and Conditions") and the General Terms and Conditions are hereby incorporated herein. In the event of a conflict between this Limited Warranty for Equipment and the General Terms and Conditions, this Limited Warranty for Equipment will govern and control.

2. Limited Warranty. Seller warrants that the equipment listed in Buyer's order accepted by Seller (the "Equipment") will be newly manufactured either by or for Seller and in accordance with applicable specifications from parts that are new and free of defects in material or workmanship. All warranty claims are subject to confirmation by Seller. Only components or computers purchased and installed by Seller onto the Equipment will be covered under this warranty. Seller's warranties are extended only to the original end user and, in the absence of Seller's prior written consent, are nontransferable and terminate if the original purchaser transfers the goods to another person or entity. For any warranty to be valid, the goods must have been purchased directly from Seller or from its authorized representative. Proof of original ownership may be required. The warranty for Batteries is provided in Attachment B. Warranties for parts and labor, hardware maintenance, computers, computing devices, scanners and printers are available through service plans provided by Seller and are provided in Attachment C.

3. Warranty Period. This Limited Warranty for Equipment is valid for a period of two (2) years for workFlo™ mechanical carts. All other Touchpoint Medical products are warranted for five (5) years from delivery for durable Mechanical Components and two (2) years from delivery for Electrical Components. "Mechanical Components" are gas spring lifters, monitor mounts, keyboard trays, casters, drawer slides, key locks, drawers, non-powered accessories, locking mechanisms and medication bins. "Electrical Components" are electronic lifting and/or locking mechanisms, computers provided by Seller (unless provided at the direction of Buyer), monitors, power supplies, power cords and cables, fuses, servo motors, USB hubs, antenna, radio cards, inverters, power bricks, electronic touch pads, and related peripherals such as mouse and keyboard. Equipment repaired or replaced during the warranty period will be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

4. Warranty Remedy. The sole and exclusive remedy of Buyer for any breach of this Limited Warranty for Equipment is that Seller shall provide, upon confirmation of the defective condition of the subject component a replacement component for each defective component manufactured and sold by Seller to

Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts. The decision regarding repair or replacement of the goods or refund of the original purchase price will be at the sole discretion of Seller. All costs of dismantling, reinstallation, freight and time and expense of Seller's personnel and representatives for site travel and diagnosis under this Limited Warranty for Equipment will be borne by Buyer unless accepted in writing by Seller.

5. Warranty Exclusions. This Limited Warranty for Equipment does not cover the following: (i) consumables (such as keyboard covers and non-rechargeable batteries); (ii) any Buyer or third-party furnished items or equipment (i.e., items not purchased and installed by Seller); (iii) vital signs monitors; (iv) damage, defects or operational malfunction of the Equipment caused by accident, abuse, misuse, neglect, normal wear and tear, failure to follow proper use instructions, unauthorized repair attempts, use of the Equipment beyond rated capacity, improper installation, improper maintenance or application, or the integration or addition of peripheral components or modifications without Seller's prior written consent; (v) acts of God; (vi) unauthorized service or repair of the Equipment; (vii) damage from electrical power problems; (viii) usage of parts or components not supplied by Seller; (ix) failure to follow product instructions and guidelines; (x) unauthorized changes or alterations to the Equipment; (xi) shipping damage (other than during original shipment from Seller); (xii) failure by Buyer to perform or have performed preventive maintenance; (xiii) damage caused by computers, peripherals or software not provided by Seller; (xiv) damage from other external causes not the fault of Seller; (xv) damage caused by product set up or installation; (xvi) resolution of problems external to the Equipment, including environment, cabling, power and communications; (xvii) Buyer software installation or software maintenance; (xviii) damages caused by operational procedures; or (xix) adding or removing features or options to Equipment. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Equipment and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, warranties or other provisions contained herein which are affected by such conditions will be null and void.

6. Non-Covered Equipment and Software. Seller makes no warranty or guarantee with respect to laptops, computers or third-party software procured by Seller at Buyer's request and provided with the Equipment. Seller shall attempt to resolve any warranty or defective performance of the laptops and/or computers with the computer manufacturer in accordance with the applicable manufacturer's warranty. Buyer is responsible for installing, maintain and updating anti-virus software on all Equipment containing a computer. Buyer is responsible for the costs to repair or replace Equipment or other items that have been affected with any type of computer virus or malware.

7. Parts-Only. This Limited Warranty for Equipment is a parts-only warranty. Labor associated with the repair or replacement of Equipment or parts is not covered by this Limited Warranty for Equipment except in the event Buyer elects to purchase from Seller a service plan providing for such coverage or if Seller requires Buyer to purchase a service plan for the specific Equipment described in Seller's quotation to Buyer. Warranties for Parts and Labor Extended Warranty Option, Preventive Maintenance Option, and Installation Option (collectively, the "Service Options") are provided in Attachment C hereto.

Attachment B: Limited Warranty for Batteries

1. Applicability of General Terms and Conditions. This Limited Warranty for Batteries is subject to Seller's General Terms and Conditions of Sale (the "General Terms and Conditions") and the General Terms and Conditions are hereby incorporated herein. In the event of a conflict between this Limited Warranty for Batteries and the General Terms and Conditions, this Limited Warranty for Batteries will govern and control.

2. Limited Warranty. Seller warrants the rechargeable battery cells (hereinafter "Battery") furnished and installed by Seller on equipment sold by Seller (the "Equipment") to be free from defects in materials and workmanship. This warranty extends only to rechargeable battery cells furnished and installed by Seller onto the Equipment. A Battery is considered defective if it fails to deliver 60% of its rated capacity, as determined by Seller under its procedures. Battery replacements will not exceed (1) per contract year. Seller's warranty for the Equipment is pursuant to Attachment A hereto.

3. **Warranty Period.** The warranty period begins on the date of shipment of the related Equipment and ends after the following periods:

Lithium-Iron Phosphate (LiFe): Three (3) Years
Lithium-Iron Nanophosphate (Li-Nano): Five (5) Years

4. **Warranty Notification.** Buyer must notify Seller within thirty (30) days after Buyer's discovery of any warranty defects either in writing, through Seller's Customer Service offices via telephone at 1-800-947-3901 or as specified at www.touchpointmed.com. Failure by Buyer to give notice within the applicable time period will be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

5. **Resolution Procedure.** It is within Seller's sole discretion to determine how best to address a warranty issue. If Seller can determine a solution, Seller will ship any necessary parts to the Buyer at Seller's expense and Seller will issue a Return Merchandise Authorization ("RMA"), if necessary. If Seller cannot remedy the issue, Seller shall escalate the claim through a tiered process that may include engineering assistance. If Seller determines that the applicable Battery is not defective, Seller will charge Buyer for any on-site service calls and/or replacement Battery at Seller's then-prevailing prices/rates. If Seller issues an RMA to the Buyer, Buyer must return all parts specified on the RMA to Seller, and Seller shall pay for the applicable shipping expense. Buyer shall pay for any parts not returned to Seller in full. Seller will not accept collect shipments. Seller will be deemed the owner of all returned parts from the Battery. Batteries repaired or replaced during the warranty period will be covered by the foregoing warranty for the remainder of the warranty period or ninety (90) days, whichever is longer.

7. **Warranty Exclusions for All Batteries.** This Limited Warranty for Batteries does not cover the following: (i) normal degradation of the Battery; (ii) damage, defects or operational malfunction of the Battery caused by accident, moisture or liquids, proximity or exposure to heat, abuse, misuse, neglect, normal wear and tear, failure to follow proper use instructions or guidelines, unauthorized repair or service attempts, unauthorized opening, improper installation, improper maintenance or application, or the integration or addition of peripheral components or modifications without Seller's prior written consent; (iii) acts of God; (iv) unauthorized service or repair of the Battery; (v) damage from electrical power problems; (vi) usage of parts or components not supplied by Seller; (vii) failure to follow product instructions and guidelines; (viii) unauthorized changes or alterations to the Battery; (ix) shipping damage (other than during original shipment from Seller; (x) failure by Buyer to perform or have performed preventive maintenance; (xi) damage caused by computers, peripherals or software not provided by Seller; or (xii) damage from other external causes not the fault of Seller.

8. **Warranty Exclusions for Sealed Lead Acid (SLA) Batteries.** Leaving fully charged SLA batteries unattended for more than six (6) consecutive months and/or leaving fully discharged SLA batteries in an unused state for more than two (2) weeks will automatically void this warranty.

9. **Warranty Exclusions for Lithium-Iron Phosphate (LiFe) and Lithium-Iron Nano-phosphate (Li-Nano) Batteries.** Leaving LiFePO4 and Li-Nano batteries fully charged and unattended for more than twelve (12) consecutive months and/or leaving fully discharged LiFePO4 and Li-Nano batteries in an unused state for more than three (3) months will automatically void this warranty.

10. **Parts-Only.** This Limited Warranty is a parts-only warranty. Labor associated with the repair or replacement of Batteries is not covered by this Limited Warranty except in the event Buyer elects to purchase from Seller a service plan providing for such coverage or if Seller requires Buyer to purchase a service plan for the specific Equipment described in Seller's quotation to Buyer. Warranties for Parts and Labor Extended Warranty Option, Preventive Maintenance Option, and Installation Option (collectively, the "Service Options") are provided in Attachment C hereto.

Attachment C: Limited Warranty for Service Options

1. **Applicability of General Terms and Conditions.** This Limited Warranty for Service Options is subject to Seller's General Terms and Conditions of Sale (the "General Terms and Conditions") and the General Terms and Conditions are hereby incorporated herein. In the event of a conflict between this Attachment C and the General Terms and Conditions, this Attachment C will govern and control.

2. **Limited Warranty.** Seller warrants the rechargeable battery cells (hereinafter "Battery") furnished and installed by Seller on equipment sold by Seller (the "Equipment") to be free from defects in materials and

workmanship. This warranty extends only to rechargeable battery cells furnished and installed by Seller onto the Equipment. A Battery is considered defective if it fails to deliver 60% of its rated capacity, as determined by Seller under its procedures. Battery replacements will not exceed (1) per contract year. Seller will perform installation services (the "Installation Services") as required to put purchased equipment in "good working order" (as defined herein) upon completion of the Installation Services. Buyer agrees that although they may request a date for Installation Services, such services are contingent upon product availability and are merely estimates, not guaranteed.

Installation Services may include, without limitation, unpacking the units, inspecting for shipping damage, inspecting quality, checking functionality, attaching accessories, assisting in staging or deploying a product (if requested) and configuring Seller software, as applicable. Seller shall connect the battery pack to a circuit board, if required depending on the configuration of the Product. Seller shall also provide, within reason, training materials and/or a training program for clinical or support staff if requested by Buyer. Disposal of packaging and on-site hardware integration of Buyer furnished equipment is not included in the services defined herein, but may be available upon request and at an additional charge at Seller's applicable prevailing rate.

The Services will be deemed to be completed when the subject equipment is in good working order and Buyer's verification that it requires no additional training services. The term "good working order" will correlate to the product type and services requested as listed in Buyer's order and as defined below. Once Installation Services are complete, Buyer will be required to sign-off that the Equipment is in good working order as defined below.

APR-INSTL or POC-INSTL: "Good working order" consists of the ability to: raise and lower work surface; adjust monitor; turn on computer; turn on monitor; extend keyboard tray; unlock casters for mobility; plug in AC power cord to charge power supply; and connect to Buyer's wireless internet system (unless inability to connect is not caused by a failure of Seller's products or services).

SMD-INSTL: "Good working order" consists of the ability to: raise and lower work surface; turn on computer; extend keyboard tray; unlock casters for mobility; plug in AC power cord to charge power supply; lock bins/drawers individually; connect to Buyer's wireless internet system (unless inability to connect is not caused by a failure of Seller's products or services); and process (HIS) Hospital Information System HL7 messaging that includes standard Admission Discharge Transfer (ADT) transactions.

2. Warranty Period

3. **Warranty Notification.** Buyer must notify Seller within thirty (30) days after Buyer's discovery of any warranty defects either in writing, through Seller's Customer Service offices via telephone at 1-800-947-3901 or as specified at www.touchpointmed.com. Failure by Buyer to give notice within the applicable time period will be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

4. **Resolution Procedure.** It is within Seller's sole discretion to determine how to best address a warranty issue.

If Seller can determine a solution, any necessary parts will be shipped to the Buyer at Seller's expense and a Return Merchandise Authorization ("RMA") may be issued, if necessary. If Seller cannot find a solution to the Buyer's issue, Seller shall escalate the claim through a tiered process that may include engineering assistance. If at any time during the warranty period, a Buyer submits a warranty claim where the Battery is later found not to be defective, Seller will charge Buyer for any on-site service calls and/or replacement Battery at Seller's then-prevailing prices/rates.

5. **Replacement Parts and RMA Policy.** If Seller issues an RMA to the Buyer, all parts specified on the RMA must be returned to Seller with shipping expense to be paid by Seller. Buyer shall pay for any parts not returned to Seller in full. Seller will not accept collect shipments. Seller will be deemed the owner of all removed and repaired Seller-furnished parts from the Battery. Batteries repaired or replaced during the warranty period will be covered by the foregoing warranty for the remainder of the warranty period or ninety (90) days, whichever is longer.

6. **Medication/Inventory Handling.** Seller employees and personnel shall not physically handle Buyer's inventory, including medications. Buyer must be physically present and capable of observing Seller personnel during any Service activity that requires a key, ID, or password, or in any situation in which Seller personnel have access to Buyer's inventory. If Buyer fails to provide personnel to handle Buyer's inventory or directly

to supervise Seller personnel regarding any services, then Seller may reschedule the affected service activity and, upon invoice, Buyer shall reimburse Seller for expenses incurred related to rescheduling that activity.

Installation Services

Training Services

Seller employs a "train the trainer" program. All training provided to the facility staff will be provided to people designated by Buyer who will then train personnel throughout the installation system. Seller's applicable prevailing hourly rate may apply for excessive training requirements.

Follow-Up Service

After the Equipment is installed by Seller in good working order, any future service requests must be made under separate arrangements, such as pursuant to the terms of a separate SellerESP^{SE} Service Option, or otherwise. Buyer may call 1-800-947-3901 to speak with a Seller representative to make such arrangements in the event Buyer encounters an issue with their goods.

Technical Support

If purchased by Buyer, Seller agrees to provide phone-based and remote technical support 24 hours per day, seven days per week, including holidays. Buyer may call 1-800-947-3901 to speak with a Seller representative to make such arrangements in the event Buyer encounters an issue with their goods

All such Service Options subject to these Terms and Conditions are per cart and are registered per serial number at the time of the Purchase Order. Once ordered, such Service Options are not cancelable or refundable, in whole or part. Parts-Only and Parts and Labor Options must be purchased within one year after original Product shipment or applicable renewal date and cannot be predated. Additional Products may be added coterminous with these Terms and Conditions through a subsequent Purchase Order. Whenever new Products are added to these Terms and Conditions, the charges for the services to be performed with respect to such new items shall be those specified by Seller in the Quotation for such new Products, which shall be deemed part of the Purchase Order. Seller may change prices, terms and conditions upon notice effective at the time of any annual renewal of the Agreement, if applicable. If any change is unsatisfactory to Buyer, Buyer may cancel these Terms and Conditions upon at least thirty (30) days prior written notice. Terms and conditions of these Terms and Conditions are subject to change by Seller without notice.

Subject to the terms and conditions set forth herein, Seller will replace, without charge under the Parts & Labor Option and subject to Seller's prevailing hourly rate under the Parts-Only Option, all parts necessary to ensure the proper functioning of goods as documented in Buyer's order. If selected in Buyer's Order, Seller also will provide hardware maintenance for applicable goods. Support of computers, computing devices, scanners and printers will be made available only with the purchase of computer coverage. "Mechanical Components" are gas spring lifters, monitor mounts, keyboard trays, casters, drawer slides, key locks, drawers, non-powered accessories, locking mechanisms and medication bins. "Electrical Components" are electronic lifting and/or locking mechanisms, computers provided by Seller (unless provided at the direction of Buyer), monitors, power supplies, power cords and cables, fuses, servo motors, USB hubs, antenna, radio cards, inverters, power bricks, electronic touch pads, and related peripherals such as mouse and keyboard. The warranty for batteries is provided in Attachment B. Only components or computers purchased and installed by Seller onto the Equipment will be covered under this warranty. Additionally, Seller shall provide software support for its software during the first ninety (90) days after installation except as otherwise agreed in writing.

Subject to the terms and conditions set forth herein, Seller will replace, without charge under the Parts & Labor Option and subject to Seller's prevailing hourly rate under the Parts-Only Option, all parts necessary to ensure the proper functioning of goods as documented in Buyer's order. If selected in Buyer's Order, Seller also will provide hardware maintenance for applicable goods. Support of computers, computing devices, scanners and printers will be made available only with the purchase of computer coverage.