



Second Amendment to Master Agreement

Effective as of the date of both parties' signature below (the "Effective Date"), this second amendment ("Amendment") modifies the Master Agreement dated July 15, 2015 executed by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and County of Monterey, DBA Natividad Medical Center ("Customer"), each a "Party" and, collectively, the "Parties." Capitalized terms not defined herein shall have the same meanings in the Master Agreement. In the event of any express conflict between this Amendment and the Master Agreement, this Amendment shall control.

The Parties agree as follows:

1. Exhibit A; Additional Schedule(s). The Schedule(s) listed below and attached hereto are hereby added to **Exhibit A** and the Master Agreement, subject to the terms below.

Product Line (if applicable)	Schedules
BD Pyxis™	Support Terms (Comprehensive, Enhanced, and Premier Support Plans)

2. Alternate Support Plans. The Support Terms Schedule attached to the Master Agreement prior to the Effective Date above shall govern any Customer Orders for BD Pyxis™ products identifying the *Standard*, *Advanced*, or *Elite* Support Plans. Notwithstanding the foregoing, such Schedule shall have no application to BD Pyxis™ Pharmogistics™ / BD Pyxis Logistics™ and BD Cato™ Medication Workflow Solutions/BD Pyxis™ IV Prep products under a Customer Order.

The Support Terms Schedule attached hereto shall govern any Customer Orders for BD Pyxis products alternately identifying the *Comprehensive*, *Enhanced*, or *Premier* Support Plans, including BD Pyxis™ Pharmogistics™ / BD Pyxis Logistics™ and BD Cato™ Medication Workflow Solutions/BD Pyxis™ IV Prep products under the Customer Order subject to the terms therein.

3. Miscellaneous. This Amendment sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Amendment. The terms herein shall only apply to applicable Customer Orders executed after the Effective Date, unless expressly provided herein.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Amendment.

**COUNTY OF MONTEREY
DBA NATIVIDAD MEDICAL CENTER
#1525201**

CAREFUSION SOLUTIONS, LLC

Notice Address:

Address: 1441 Constitution Blvd
City, State Zip: Salinas, CA 93906

Notice Address:

3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: California

State of Incorporation: Delaware

By: _____

By: Joshua Meersman
AD0051073935452...

Print: Dr. Charles Harris

Print: _____

Title: Interim Chief Executive Officer

Title: _____

Date: _____

Date: _____



Schedule

BD Pyxis™ Products Support Terms

Comprehensive, Enhanced and Premier Support Plans

These terms, in addition to applicable provisions of this Master Agreement, apply to support services (“Support”) for BD Pyxis™ MedStation™ ES System, BD Pyxis™ Anesthesia Station ES, BD Pyxis™ SupplyStation™, BD Pyxis™ IV Prep, and BD Pyxis™ Logistics (collectively, “Pyxis Products”), as set forth in the applicable Customer Order. The Customer Order identifies the Support Plan (*Comprehensive, Enhanced, or Premier*) set forth herein (each, a “Support Plan”). Each Party’s responsibilities for Support of the Pyxis Products will vary according to the Support Plan, in accordance with the terms herein.

1. Support Term. The “Initial Support Term” for a Pyxis Product means the number of months stated in the applicable Customer Order, beginning on the Term Begin Date as stated in the applicable Implementation Timeline. If there is no Term Begin Date set forth in an Implementation Timeline, then the Initial Support Term will begin on the first day of the month after the Pyxis Product is Accepted. Unless a Party provides at least sixty (60) days’ prior written notice of its intention to terminate at the end of the Initial Support Term, Support will continue uninterrupted on a month-to-month basis (“Extended Support Term”). An Extended Support Term may be terminated by either party, upon no less than thirty (30) days’ prior written notice. For the purposes of this Schedule, “Support Term” shall mean the Initial Support Term together with any Extended Support Term.

2. Monthly Support Fees and Payment. During the Initial Support Term, the Monthly Support Fee for each Pyxis Product shall be as stated in the Customer Order, and during each Extended Support Term the Monthly Support Fee will be based on the month-to-month rate set forth in the then-current BD Pyxis™ product price catalog, less any then-applicable discounts (each, a “Monthly Support Fee”). Customer will pay the Monthly Support Fees on the first business day of each month during the Support Term. If Customer fails to pay any Monthly Support Fees for Support in accordance with the terms of the Customer Order, then CareFusion may cease providing such Support to the Customer upon thirty (30) days’ notice, and cease providing any or all Support to any or all entities listed on **Exhibit B** to the Master Agreement (if applicable), upon sixty (60) days notice, for so long as the fees remain unpaid.

3. Support Plan Conditions. CareFusion shall provide Support for each Pyxis Product in accordance with these terms and the Support Plan identified in the Customer Order; provided however, that notwithstanding the Support Plan identified on a Customer Order for BD Pyxis™ IV Prep and BD Pyxis™ Logistics the Comprehensive Support Plan shall be the only Support Plan applicable to such Pyxis Products. Customer shall facilitate CareFusion’s provision of Support, including without limitation: (i) assuring Customer’s Users obtain and maintain reasonable competence in the use of Pyxis Products, (ii) ensuring that the applicable elements of Customer’s technology environment meet the system requirements specified in the applicable User Guide, (iii) properly maintaining each element of Customer’s technology environment, and (iv) discontinuing the use of each element that has reached the end of its useful life. For the avoidance of doubt, CareFusion shall have no obligation to, and Customer shall not request CareFusion personnel, maintain, repair or replace any element of Customer’s technology environment.

3.1 Properly Performing. During the Support Term and subject to **Section 7 (Exclusions)**, CareFusion will provide replacement parts, labor and Equipment as necessary to keep the Pyxis Products and CareFusion-provided interfaces (“Interfaces”) performing in accordance with the material specifications of the applicable User Guide (“Properly Performing”), subject to **Section 7.3**. During any Extended Support Term, CareFusion will use commercially reasonable efforts to restore the functionality of any Pyxis Product which is not Properly Performing including the use of refurbished parts, but will have no obligation to replace Equipment or Software with new Equipment, parts or Software. If, during an Extended Support Term, CareFusion is unable to restore the functionality of a Pyxis Product, then in its sole determination, CareFusion may elect to terminate the Support Term for the Pyxis Product, effective as of the first day of the month following CareFusion’s notice of its determination.

3.2 Technical Support. To obtain Technical Support, Customer may contact CareFusion’s Technical Support Center (“TSC”), by phone at 1.800.727.6102 (for immediate response by the TSC) or online at www.carefusion.com/css, twenty-four (24) hours a day, seven (7) days a week, each day of the year. When Customer reports that a Pyxis Product is not Properly Performing (an “Issue”), CareFusion will promptly respond to the Customer’s report. CareFusion will request additional information about the Issue, if needed, assess the severity of the Issue in consultation with the Customer and begin work to verify, diagnose and resolve the Issue.

3.3 Remote Issue Resolution. If remote support technologies (“RSS”) are deployed with the Pyxis Product, CareFusion will use RSS as appropriate in its work to verify, diagnose and resolve the Issue. Customer will provide high-speed internet access and firewall modifications to enable connectivity to the Pyxis Product via RSS and CareFusion will use RSS as appropriate to verify, diagnose and resolve any Issue. If Customer’s system, connectivity, or personnel do not permit RSS on a Pyxis Product, then: (i) any Guaranteed Response Time or Uptime Guarantee (as defined below) applicable to that Pyxis Product will be void; and (ii) Customer will pay CareFusion on a time and materials basis for any onsite services required as a result of the RSS interference. Customer will permit CareFusion to install and maintain at Customer’s site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where direct access to Equipment is required, Customer will allow CareFusion such access. CareFusion will monitor the applicable Pyxis Products via RSS and will notify Customer identified representatives of specific alarms and events where CareFusion has acted either to prevent or correct a service condition.



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3.4 On-Site Issue Resolution. If CareFusion determines that on-site service is necessary for proper verification, diagnosis or resolution of an Issue, it will promptly dispatch a field service technician to Customer’s facility, or, if CareFusion determines that the Issue does not require immediate attention, it will schedule on-site service for a mutually-agreed date. CareFusion will resolve Equipment Issues by repairing or, replacing Equipment, as determined appropriate by CareFusion to assure its Properly Performing; provided that CareFusion will not be obligated to replace Equipment during an Extended Support Term.

4. Support of Equipment. For Equipment, in addition to the Support outlined in **Section 3** above, CareFusion will provide the additional Support summarized in Table 1 below and detailed in **Subsection 4.1** through **4.4**, below based on the applicable Support Plan.

Table 1 – Additional Equipment-Based Support

Support Services	Comprehensive	Enhanced	Premier
Guaranteed Response Time	24 Hours	8 Hours	6 Hours
Equipment Uptime Guarantee	not included	√	√
Preventative Maintenance	√	√	√
Equipment Relocation	√	√	√
Replacement Parts	√	√	√

4.1 Guaranteed Response Time for On-Site Support. When CareFusion determines that immediate on-site Support is required and, unless the Parties schedule an alternative time, CareFusion guarantees that a technician will arrive at Customer’s site within six (6) hours after dispatch under Premier Support Plan, within eight (8) hours after dispatch under Enhanced Support Plan, and within twenty-four (24) hours after dispatch under the Comprehensive Support Plan (each, a “Guaranteed Response Time”). For any failure to meet the applicable Guaranteed Response Time, Customer, as its sole remedy for the failure, will be entitled to credits against Customer’s Monthly Support Fees, as follows: (i) for Premier Support, an amount equal to five percent (5%) of the Monthly Support Fees for all Pyxis Products at the site of the affected Pyxis Product; (ii) for Enhanced Support, an amount equal to twenty percent (20%) of the Monthly Support Fees for the affected Pyxis Products; and (iii) for Comprehensive Support, an amount equal to five percent (5%) of the Monthly Support Fees for the affected Pyxis Products.

4.2 Equipment Uptime Guarantee. For the Premier and Enhanced Support Plans, CareFusion guaranties that, in any calendar month (i) the product of the number of hours in the month and the average number of RSS-enabled Equipment at a Customer site in the month (“Total Device Hours”), less (ii) the number of hours in the month required to resolve Issues for such Equipment will not be less than ninety seven percent (97%) of Total Device Hours (“Uptime Guarantee”). If CareFusion fails to meet the Uptime Guarantee due to no fault of the Customer or any of its third party vendors or agents, Customer will be entitled, as its sole remedy for the failure, to a credit against Customer’s obligation to pay Monthly Support Fee in an amount equal to ten percent (10%) of the Monthly Support Fees for the affected Equipment, for Premier Support Plan, and five percent (5%) of the Monthly Support Fees for the affected Equipment for the Enhanced Support Plan. Customer shall give CareFusion notice of any and all such failures in a calendar quarter not later than the last day of the first month of the following calendar quarter. All credits will be applied to the Monthly Support Fees payable for the third month of the next calendar quarter.

4.3 Preventative Maintenance. CareFusion will perform recommended onsite preventative maintenance of Equipment in accordance with CareFusion’s then-current preventive maintenance schedule.

4.4 Equipment Relocation. Upon thirty (30) days’ written notice from Customer, CareFusion will relocate eligible Equipment to another Customer-owned facility within one hundred (100) miles. Relocation services will be provided during normal business hours or as otherwise mutually agreed upon by the Parties. A list of eligible Equipment is available at <http://cp.carefusion.com>.

5. Software Support. For those Pyxis Products that are on-premise Software Products, in addition to the Support obligations outlined in **Section 3** above, CareFusion will provide the following Support, based on the Support Plan identified in the Customer Order, as summarized in Table 2 below and as detailed in **Subsections 5.1** through **5.12**, below.



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Table 2

Support Services	Comprehensive	Enhanced	Premier
Remote Support Services	√	√	√
Updates and Upgrades	√	√	√
Software Patching	√	√	√
Virtual Machine (VM) Deployments	√	√	√
Proactive Monitoring*	√	√	√
Project Management for Upgrades	√	√	√
Online Learning	√	√	√
Server Migration	not included	not included	√
BD Knowledge Portal for Medication Technologies	√	√	√
Remote Data Support	not included	√	√
Remote Practice Support	not included	√	√
Dispensing System Manager Courses Tuition Waiver	not included	1/contract	1/year
Dispensing System Data Workshop Tuition Waiver	not included	not included	2/year
Annual On-Site Consulting	not included	not included	8hours/devices

5.1 Updates. “Update” means a bug fix, error correction, virus update, minor enhancement or modification to existing features to maintain the security or operation of the Software. Update also includes CareFusion-approved software patches for its Software. During the Support Term, if CareFusion generally releases an Update to the Software, then CareFusion will install the Update and will deliver notice to Customer of the Update. Customer will promptly test the connections between the Pyxis Product and Customer’s information system.

5.2 Upgrades. “Upgrade” means a major enhancement, new feature or other improvement to the Software, but does not include any Equipment, Third Party Software, or any other Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Software, then CareFusion will install the Upgrade and will deliver notice to Customer of the Upgrade.

5.3 Server Upgrades. For Premier Support, CareFusion will provide support services and CareFusion licenses on a one-time basis to upgrade Customer’s server to the latest version if required in order to support a Pyxis Product release.

5.4 Virtual Machine (VM) Services. For Software deployed using VM technology, if the applicable relational database server (e.g., MSSQL) instance is housed locally in the CareFusion-provided VM container, then Support will include (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the applicable relational database server (e.g., MSSQL). If the applicable relational database server instance is not housed locally in the CareFusion-provided VM container then Customer shall have these obligations as set forth in **Section 6.4 (Virtual Machine (VM) Deployments)**.

5.5 Project Management for Upgrades. CareFusion will remotely assist Customer in managing project tasks and deliverables for Software Upgrades. Customer is entitled to twenty (20) hours of consulting in each annual period (unused hours do not carry over to succeeding periods). Customer may schedule these consulting services no less than six (6) weeks in advance.

5.6 Online learning. CareFusion will provide Customer with access to its online learning management system. Customers with access to this portal can also view scheduled trainings and webinars. In addition, Customer may participate in CareFusion-hosted webinars with clinicians to discuss best practices in using the Software. Webinars may be accessed at <https://bd.com/LearningCompass>.

5.7 Remote Data Support. For qualifying Support Plans, as described in Table 2 above, CareFusion will provide access to qualified consultants to address customer data set questions and concerns and to assist with the interpretation of BD Knowledge Portal



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for Medication Technologies. To obtain data support, Customer may contact pyxissupport@bd.com. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.

5.8 Remote Practice Support. For qualifying Support Plans identified in Table 2 above, CareFusion will provide remote practice support, answering Customer's questions about features, functions and operation of the Software. To obtain remote practice support, Customer may contact pyxissupport@bd.com. CareFusion will monitor and respond within twenty-four (24) hours of receipt Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.

5.9 Dispensing System Manager Courses Tuition Waiver. Beginning upon execution of the first Customer Order for BD Pyxis MedStation ES Products, CareFusion will waive tuition for Customer's staff at the ship-to facility set forth in the Customer Order to attend a generally available system manager course held at BD's facility as set forth in relation to the qualifying Support Plans identified in Table 2 above. The number of seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term. Course dates are available at <https://bd.com/LearningCompass>. Unused seats shall not be applied towards subsequent years.

5.10 Dispensing System Data Workshop Tuition Waiver. Beginning upon execution of the Customer Order for Pyxis MedStation ES Products subject to the Premier Support Plan, not to exceed once during each twelve (12) months during the Support Term, CareFusion will waive tuition for two (2) members of Customer's staff to attend a data workshop. Course dates are available at <https://bd.com/LearningCompass>. The number of tuition seats available on an annual basis will not exceed the number of years remaining in the then-current Support Term.

5.11 Annual On-Site Clinical Inservice. For Pyxis Products subject to a Premier Support Plan, at Customer's request, CareFusion will provide on-site clinical in-servicing for practice reinforcement and best practices, as the Parties deem appropriate for Customer's site. CareFusion will provide this Support in one 8-hour visit for up to two hundred (200) devices at the site. If there are more than two hundred (200) devices and multiple visits are required, then the on-site Support shall be scheduled on consecutive weekdays. Customer may schedule this Support no less than six (6) weeks in advance. CareFusion will perform this Support one (1) time per twelve (12) month period during the Initial Support Term, beginning upon execution of the Customer Order for BD Pyxis MedStation ES Products.

5.12 BD Knowledge Portal for Medication Technologies. Customer may access the BD Pyxis™ Knowledge Portal for Medication Technologies website www.bd.com/self-service. Resources available at the website include product documentation, self-study courses, and group training sessions.

6. Customer Obligations

6.1 Server Support. Customer will ensure the proper functioning and availability of (i) Customer's side of station and server network connectivity, (ii) Customer-provided server Equipment, and (iii) server-based, non-application related system performance and downtime, e.g., operating system, database issues, host system etc.

6.2 System Requirements. Customer will provide (i) station and server environment, (ii) Customer data center and network availability, (iii) conformance with minimum server environment requirements for the Pyxis Product(s) as set forth in an applicable Equipment Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Equipment Requirements Schedule.

6.3 Interface Modification. If CareFusion modifies an Interface between a Pyxis Product and Customer's information system as part of Support, then Customer will test the modified Interface within seventy-two (72) hours. Customer's sole remedy for any Issues related to Interface functionality will be for CareFusion to modify the Interface to provide full functionality.

6.4 Virtual Machine (VM) Deployments. For Software deployed using VM technology, Customer will provide all services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Pyxis Product(s) as set forth in the Equipment Requirements Schedule.

6.5 Active Directory. For products that support Active Directory capability, Customer will provide integrated Active Directory services and user administration, e.g., passwords, user log-in, etc.

6.6 Data Backup. Where applicable, Customer will implement a network data backup capability that is remote to Pyxis Product(s) and in accordance with guidelines provided by CareFusion.

6.7 Software Patching. Customer will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Pyxis ES Products.



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6.8 Peripherals. Customer will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.

6.9 Consumables. Customer is solely responsible for the replacement or installation of consumables, including but not limited to batteries, paper and toner.

6.10 Additional Services. Any service not specifically identified herein as a component of the Support Plan elected by Customer under the Customer Order may be provided by CareFusion under separate agreement between the Parties at CareFusion's then-current time and materials rates for that service.

6.11 Onsite Support; Medication Handling. Customer may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If Customer fails to provide timely notice or interferes with CareFusion's performance of scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime Guarantee calculation will not include the service case hours associated with that service call. CareFusion employees and agents ("CareFusion Personnel") shall not handle Customer's medications. Customer must be present and capable of monitoring CareFusion Personnel during any activity in which medications are present. If Customer fails to do so, then Customer will reimburse CareFusion for any expenses related to re-scheduling such activity.

7. Exclusions

7.1 Outdated Software. CareFusion is not obligated to provide Support, and no Uptime Guarantee or Guaranteed Response Time applies, for a Pyxis Product that is more than two (2) versions older than the then-current version.

7.2 Customer Equipment. CareFusion will not provide Support for products that are not Pyxis Products, including but not limited to Customer's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Pyxis Products.

7.3 External Causes. CareFusion is not obligated to perform Support for any part of a Pyxis Product which is not Properly Performing because of: (i) abuse, misuse or vandalism; (ii) unauthorized repairs, including modification, alteration and adjustment; (iii) failure of equipment not supplied by CareFusion; (iii) a computer virus or other disabling code introduced by a source other than CareFusion; (iv) any Support activity that is a Customer obligation as defined in **Section 6** (*Customer Obligations*) above; or (v) Customer prevents or refuses installation of an Update or Upgrade (collectively, "External Causes"). If Customer requests that CareFusion attempt to correct a problem with a Pyxis Product attributable to an External Cause, then CareFusion will use commercially reasonable efforts to repair the Pyxis Product on a time and materials basis at CareFusion's then-current rates and prices.

8. Third-Party Applications and Equipment Limitations; Codonics Products. Support for any Software or Equipment sublicensed or resold, as applicable, to Customer by CareFusion, including the Codonics® Safe Label System™ (hereafter, each, a "Resale Product") will be limited to the support and maintenance provided by that third party, with CareFusion as the primary point of contact for such support and maintenance. If requested by Customer, CareFusion shall serve as liaison between Customer and the applicable third party for support requested by Customer, with such liaison services provided at CareFusion's then-current service rates.

If the Codonics® Safe Label System™ is acquired by Customer under a Customer Order providing Support, then the warranty and support services shall be provided in accordance with the warranty and support information set forth at <https://www.codonics.com/wp-content/uploads/2017/11/SLS-RTF-WARRANTY-TECH-BRIEF-901-240-001.01.pdf>.

For the sake of clarity, (i) the Limited Warranty set forth in **Section 2.2** (*Warranty*) of the General Terms and Conditions of the Master Agreement will have no application to a Resale Product; (ii) none of the Support Plans, terms or conditions beginning at **Section 3** of this Schedule shall apply to a Resale Product; and (iii) if Customer fails to pay Monthly Support Fees for a Resale Product, CareFusion will instruct the applicable third party to cease providing Support to Customer and any or all of its facilities for the Resale Product.

9. End of Life. From time to time, as part of CareFusion's ongoing product and service development programs, CareFusion may discontinue Pyxis Products and replace them with one or more of these technologies, products and services. To help customers identify these transitions and plan for infrastructure adjustments, CareFusion maintains end-of-sale and end-of-life policies for all Pyxis Products. CareFusion will, among other things (i) announce the date on which CareFusion will no longer license, lease or sell a Product ("End-of-Sale"), (ii) specify the date on which CareFusion will cease providing Support for a Pyxis Product ("End-of-Life"), and (iii) identify one or more new technologies or services, or existing Pyxis Products, that may be suitable replacements for the End-of-Sale or End-of-Life Product.



Schedule BD Pyxis™ Products Support Terms *Comprehensive, Enhanced and Premier Support Plans*

10. Services Warranty. CareFusion warrants that its services will be performed by trained individuals in a professional, workman-like manner. CareFusion will promptly re-perform any non-conforming services for no charge if Customer provides reasonably prompt written notice to CareFusion. The foregoing is Customer's sole and exclusive remedy (and CareFusion's sole and exclusive liability) for all claims regarding CareFusion's responsibilities under this schedule. These exclusive remedies shall not have failed of their essential purpose as long as CareFusion remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. CareFusion may use refurbished parts during service so long as it uses the same quality control procedures as for new parts. Any part for which CareFusion has supplied a replacement shall become CareFusion owned property.

11. Termination for Cause by CareFusion. Notwithstanding anything to the contrary in the applicable Master Agreement, CareFusion may suspend performance of Support under this Schedule, or cancel one or more Support Terms, upon written notice if Customer: (i) fails to comply with any material term or condition under this Schedule, or fails to make any payment required pursuant to any Customer Order for Pyxis Products; and (ii) fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of such written notice providing full details of such non-compliance.