



# Customer Order Attachment

## Technology Advancement Program Option

### For BD Pyxis™ C<sup>II</sup>Safe v9

#### For Rental Customers

This Customer Order Attachment (“Attachment”) applies to any BD Pyxis™ C<sup>II</sup>Safe v9 main (each, a “Current C<sup>II</sup>Safe Product”) listed in Customer Order number(s) 1000173346 (each, a “C<sup>II</sup>Safe Customer Order”). Unless otherwise defined below, capitalized terms in this Attachment will have the same meaning ascribed to the term in the Master Agreement. This Attachment does not apply to any other Product or any other Customer Order.

**1. One-Time Option to Upgrade to the Next Generation of the BD Pyxis™ C<sup>II</sup>Safe Main.** If and when the immediate successor to the Current C<sup>II</sup>Safe Product is generally commercially released by CareFusion (hereafter, the “Successor C<sup>II</sup>Safe Product”), Customer shall have a one-time option to upgrade each Current C<sup>II</sup>Safe Product to a Successor C<sup>II</sup>Safe Product with no increase in the net Monthly Rental Fees (hereafter, the “Upgrade Option”), subject to the following terms and conditions.

**1.1 Option Period.** The Upgrade Option will be effective for a period of twenty four (24) months, beginning as of the later of either: (i) the first day of the twenty fourth (24th) month of the initial Rental Term for the Current C<sup>II</sup>Safe Product; or (ii) the date of CareFusion’s general release of the Successor C<sup>II</sup>Safe Product (the “Option Period”), provided however, that in no event will the Option Period continue beyond the last day of the initial Rental Term for the Current C<sup>II</sup>Safe Product. If Customer elects to exercise the Upgrade Option, then during the Option Period, Customer will: (i) provide CareFusion with timely notice; and (ii) enter into a new agreement upgrading each Current C<sup>II</sup>Safe Product to a Successor C<sup>II</sup>Safe Product, including the terms and conditions applicable to the Successor C<sup>II</sup>Safe Product, in accordance with **Section 1.3**, below (hereafter, the “C<sup>II</sup>Safe Upgrade Agreement”). If the C<sup>II</sup>Safe Upgrade Agreement is not executed by Customer during the Option Period, then effective as of the first day following the Option Period, the Upgrade Option will expire.

#### 1.2 Upgrade Configuration.

- (a) Upgrade to Successor C<sup>II</sup>Safe Products. The upgrade to the Successor C<sup>II</sup>Safe Product will include: (i) the replacement of certain hardware, as CareFusion deems necessary; and (ii) an upgrade to the Software, including the operating system software embedded in the Successor C<sup>II</sup>Safe Product, to the most current version of the Software (collectively, the “C<sup>II</sup>Safe Upgrade”). The C<sup>II</sup>Safe Upgrade *will not* include: (A) Software that CareFusion markets and sells as a stand-alone product separate from a Successor C<sup>II</sup>Safe Product; or (B) any optional hardware substitution or other addition or modification that is not generally commercially released as a part of the C<sup>II</sup>Safe Upgrade.
- (b) System Requirements; Additional Software Upgrades for BD Pyxis™ ES Products. Customer will timely provide, at its sole cost, any supporting hardware or third party software (e.g., physical servers and SQL licenses) required to meet CareFusion’s minimum requirements applicable to the implementation of the Successor C<sup>II</sup>Safe Product. If Customer will be using the Successor C<sup>II</sup>Safe Product with BD Pyxis™ ES system products, then Customer will coordinate with CareFusion to upgrade the BD Pyxis ES system Software to the then-current version of such Software.

#### 1.3 C<sup>II</sup>Safe Upgrade Agreement Terms and Conditions.

- (a) Implementation Timeline; Rental and Support Terms. The C<sup>II</sup>Safe Upgrade Agreement will include, without limitation: (i) the Implementation Timeline requiring each Party to complete its Implementation Activities by the mutually agreed upon Term Begin Date for the Successor C<sup>II</sup>Safe Product (“Successor C<sup>II</sup>Safe TBD”); and (ii) state the initial Rental Term and Support Term of sixty (60) months for the Successor C<sup>II</sup>Safe Product, beginning on the Successor C<sup>II</sup>Safe TBD.
- (b) Monthly Rental and Support Fees. The net Monthly Rental Fees for the Successor C<sup>II</sup>Safe Product under the C<sup>II</sup>Safe Upgrade Agreement will be equal to the net Monthly Rental Fees for the corresponding Current C<sup>II</sup>Safe Product under the C<sup>II</sup>Safe Customer Order. The Monthly Support Fees for each Successor C<sup>II</sup>Safe Product will be based on the then-current BD Pyxis™ product price catalog in effect at the time the Parties enter into the C<sup>II</sup>Safe Upgrade Agreement, less any applicable discounts. Customer will continue to pay all applicable fees under the C<sup>II</sup>Safe Customer Order without interruption. Effective as of the Successor C<sup>II</sup>Safe TBD, Customer’s obligation to pay the Monthly Rental Fees and Monthly Support Fees for the Current C<sup>II</sup>Safe Product will terminate and its obligation to pay the applicable fees for the Successor C<sup>II</sup>Safe Product under the C<sup>II</sup>Safe Upgrade Agreement will begin.
- (c) Additional or Modified Terms and Conditions. If any additional or modified terms are generally commercially released as a part of, or as a condition of, the C<sup>II</sup>Safe Upgrade Agreement (“C<sup>II</sup>Safe Upgrade Terms”), then the Parties will also timely execute the C<sup>II</sup>Safe Upgrade Terms. For sake of clarity, if any additional terms and conditions applicable to the use or support of the Successor C<sup>II</sup>Safe Product are generally commercially released, then the applicable part of the Master Agreement will be modified as a condition to the Parties’ execution of the C<sup>II</sup>Safe Upgrade Agreement.

[Signatures on the following page]

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective party to this Attachment.

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

**CAREFUSION SOLUTIONS, LLC**

**Notice Address:**

Address: 1441 Constitution Blvd.  
City, State Zip: Salinas, CA 93906  
State of Incorporation: California

**Notice Address:**

3750 Torrey View Court  
San Diego, CA 92130  
State of Incorporation: Delaware

By: \_\_\_\_\_

Print: Dr. Charles Harris

Title: Interim Chief Executive Officer

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

By: \_\_\_\_\_

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

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

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

DocuSigned by:  
*Joshua Meersman*  
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