CareFusion

Effective as of the date of both Parties' signatures below, this addendum ("Addendum") modifies the Customer Order dated 7/10/2015 ("Customer Order") between CareFusion Solutions, LLC ("CareFusion") and the Customer identified below ("Customer"). Terms defined in the Customer Order shall have the same meaning in this Addendum. If any term or condition of the Customer Order conflicts with a term or condition of this Addendum, then the term or condition of this Addendum shall control.

1. Credit. Within thirty (30) days from the Term Begin Date stated in the Implementation Timeline ("Term Begin Date"), CareFusion will issue a rebate to Customer in the form of a credit ("Credit") in an amount determined in accordance with Section 2 below (the "Credit Amount"), in consideration of and provided that Customer meets the conditions identified in Section 3 below (the "Credit Conditions").

2. Credit Amount. The Customer's Target Credit Amount is fifteen thousand dollars $15,000 (the "Target Credit Amount"). The Credit Amount actually earned by Customer is calculated as the Target Credit Amount multiplied by the ratio of the Contract Value of the Pyxis® Products Accepted by Customer as of the Term Begin Date to the total Contract Value of the Rental Agreement as of the Term Begin Date (such ratio being the "Percent of Installation Complete"). The Credit Amount shall be zero dollars ($0) if the Percent of Installation Complete is less than seventy percent (70%) as of the Term Begin Date. For purposes of this Section, the "Contract Value" of rental agreements shall mean the net Monthly Rental Fee for each Pyxis® Product multiplied by the total number of months in the Rental Term as stated in the Product Schedule attached hereto. A Pyxis® Product will be considered "Accepted" when Customer has indicated its agreement that the Pyxis® Product was properly installed by executing the Equipment Confirmation Form provided by CareFusion. See the table below for example calculations of a Credit Amount:

Target Credit Amount	Total Contract Value of Rental Agreement as of Term Begin Date	Contract Value of Pyxis® Products Accepted by Customer as of Term Begin Date	Percent of Installation Complete	Credit Amount Earned
$100,000	$1,000,000	$650,000	65%	$0
$100,000	$1,000,000	$700,000	70%	$70,000
$100,000	$1,000,000	$850,000	85%	$85,000
$100,000	$1,000,000	$1,000,000	100%	$100,000

3. Credit Conditions. For Customer to earn a Credit per this Schedule, Customer must meet the following conditions:

3.1 Customer shall not be subject to a CareFusion credit hold or accounts payable escalation process, or in default or breach under any agreement between the Parties; and

3.2 Customer shall have Accepted at least seventy percent (70%) of the Pyxis® Products on or before the Term Begin Date.

4. Use of Credit. The Credit will be used by Customer within twelve (12) months from the date of issuance and shall be applied toward any obligation for CareFusion products and/or associated services rendered to Customer by CareFusion.

5. Lease Agreements; Credit Repayment Period. For purposes of this Section 5, the Credit Repayment Period for an agreement that is a lease agreement ("Lease Agreement") is thirty-six (36) months from the Term Begin Date. If a Lease Agreement is terminated prior to the one (1) year anniversary of the Term Begin Date, then Customer shall repay the Credit Amount to CareFusion in full. If the Lease Agreement terminates between the first agreement anniversary and the third agreement anniversary, then Customer will repay CareFusion an amount equal to the Credit Amount multiplied by a fraction, the numerator of which is the number of full months remaining in the Credit Repayment Period at the time of

termination and the denominator of which is the total number of months in the Credit Repayment Period (i.e., Repayment Amount = Remaining Months of Credit Repayment Period/ 36 x Credit Amount). If the Lease Agreement terminates after the end of the Credit Repayment Period, Customer will not be required to repay any portion of the Credit.

6. **Proper Reporting of Discounts and Pricing.** The prices under this Customer Order may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Customer Order, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Customer Order net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Customer Order and all other documentation regarding this Customer Order, together with the invoices for purchase of products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

7. **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States, including the California Public Records Act.

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

County of Monterey, on behalf of (#1525201)
Natividad Medical Center
Notice Address:
1441 Constitution Blvd
Salinas CA 93906-3100

Legal Name: _____

Sign: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

Sign: *Martin Juhowski*

Print: MARTIN LUKOWSKI

Title: MANAGER, CONTRACTS

Date: 8/17/15

Robert Schwalyer
Manager, Contracts
9/3/15