

## BOSTON SCIENTIFIC CORPORATION SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("Customer"), and Boston Scientific Corporation hereinafter "Boston Scientific" (collectively, Customer and Boston Scientific are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

Boston Scientific agrees to sell Customer one or more extended service plans ("Service Plan") for the Equipment listed on Service Agreement Quote (the "Equipment"), to which this Agreement is attached, or incorporated therein by reference:

1. Service Coverage Period. Boston Scientific shall provide the services for each piece of Equipment per Exhibit A.
  - a. The term of this Agreement is from **December 3, 2025** through **December 2, 2029** ("Service Coverage Period") unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Boston Scientific and Customer and with Customer signing last and Boston Scientific may not commence work before Customer signs this Agreement.
  - b. If applicable under the Customer's selected service plan (i.e. EverCare), for any equipment software or hardware upgrades, provided during this Service Coverage Period, the End Date for such upgraded equipment will remain as stated on page 1 of this Agreement.
2. Initial Inspection. Customer certifies that each piece of Equipment is in good working condition on the commencement of the Service Coverage Period for such Equipment. Boston Scientific may inspect a piece of Equipment before commencement of its Service Coverage Period. Any deficiencies discovered during the inspection that are not covered by Boston Scientific's standard one (1) year Equipment warranty provided with purchase and that require correction may be corrected, at Boston Scientific's discretion, and billed to the Customer at Boston Scientific's applicable rates.
3. Payment. Customer shall pay Boston Scientific in accordance with the payment provisions set forth in Exhibit A, subject to the limitations of this Agreement. The total amount payable under this Agreement shall not exceed the sum of \$48,600. The Customer's County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice from Natividad's Accounts Payable department.
4. Amendments. The terms and conditions set forth in any Customer Purchase Order shall not apply to or govern this Agreement. No modification to the terms of this Agreement shall be binding unless made in writing and signed by a duly authorized representative of each party.
5. Pricing and Discounts. Pricing for this Agreement must be fully and accurately reported on all claims for payment filed with third party payors, including applicable Medicare, Medicaid and state agency cost reports, in accordance with all applicable federal and state laws and applicable agreements. If Customer is a cost reporting entity, Customer should report the actual prices paid net of any discounts received pursuant to this Agreement on Medicare, Medicaid and all other federal health care program cost reports in the fiscal year in which the discount is earned or the following year. Customer should also retain a copy of this Agreement, and communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.
6. Confidentiality. Boston Scientific and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Boston Scientific shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits Boston Scientific to disclose such records or information. Boston Scientific shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. Boston Scientific shall not use any confidential information gained by Boston Scientific in the performance of this Agreement except for the sole purpose of carrying out Boston Scientific's obligations under this Agreement. Notwithstanding the foregoing, Boston Scientific's proprietary, trade secret, or other confidential business information that is clearly marked as "Confidential" or otherwise identified as such that Customer may obtained during the performance of this Agreement shall not be disclosed to the public to the extent permitted by law. If the Customer receives a request for disclosure of such information, it shall promptly notify Boston Scientific to allow Boston Scientific an opportunity to seek protection under applicable law. Confidential information obtained by Boston Scientific in the performance of this Agreement shall be used solely for the purpose of fulfilling its obligations under this Agreement.
7. HIPAA. Customer is obligated by the Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA Privacy and Security Rules, as well as other state and local laws, to maintain the privacy of any protected health information ("PHI") of its patients. Prior to Customer returning the Equipment or Boston Scientific servicing the Equipment, Customer shall delete all PHI from the Equipment. Upon receipt of returned Equipment, Boston Scientific may delete any PHI remaining on the Equipment. Because Boston Scientific is a manufacturer of medical devices and would only have incidental access, if at all, to PHI and such access could occur in the return or servicing of the Equipment, Boston Scientific is not a Business Associate and a Business Associate Agreement is not appropriate or necessary.

8. Equipment Warranty; Limitation of Liability. **Except as expressly set forth in this Agreement, Boston Scientific makes no warranties about the Equipment or services, and excludes all warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.** Boston Scientific shall in no event have obligations or liabilities to Customer or any other person for loss of profits, loss of use, or indirect, incidental, special, or consequential damages arising out of or in connection with Boston Scientific's performance contemplated hereunder, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the foregoing, Boston Scientific shall not be liable for personal injury or property damage, except for bodily injury, death, or property damage caused solely and directly by the intentional misconduct of Boston Scientific or any of its employees or agents. In no event shall the liability of Boston Scientific arising in connection with any service provided hereunder exceed the actual amount paid by Customer to Boston Scientific under this Agreement. **Boston Scientific assumes no liability with respect to Equipment use by a non-qualified physician or personnel or use contrary to Equipment labeling.**

8. TERMINATION:

- 8.1 During the term of this Agreement, Customer may terminate the Agreement for any reason by giving written notice of termination to the Boston Scientific at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 8.2 Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to Boston Scientific. "Good cause" includes the failure of Boston Scientific to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of any consideration to Boston Scientific, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due the Boston Scientific under this Agreement.
- 8.3 Customer reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
- 8.4 Customer's payments to Boston Scientific under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to Boston Scientific, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

9. INDEMNIFICATION:

Boston Scientific shall indemnify, defend, and hold harmless Customer, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Boston Scientific and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Customer. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Customer. The Boston Scientific shall reimburse the Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Boston Scientific is obligated to indemnify, defend and hold harmless the Customer under this Agreement.

10. INSURANCE:

Evidence of Coverage:

Prior to commencement of this Agreement, Boston Scientific shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate..

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. Boston Scientific shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Boston Scientific.

- 10.1 Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.
- 10.2 Insurance Coverage Requirements: Without limiting Boston Scientific's duty to indemnify, Boston Scientific shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- 10.3 Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 10.4 Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1M per occurrence.
- 10.5 Workers' Compensation Insurance, If Boston Scientific employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 10.6 Product Liability Insurance with professional extension, if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in aggregate.
- 10.1. Boston Scientific will maintain this coverage for the duration of this Agreement, and if the policy is claims-made and continuous coverage is not purchased, Boston Scientific will maintain tail coverage for a time period equivalent to the greater of the statute of limitations for negligence or product liability claims. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

**Other Insurance Requirements:**

- 10.7 All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California.
- 10.9 Each liability policy shall provide that Customer shall be given notice in writing at least thirty days of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Boston Scientific and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements—Boston Scientific shall not use subcontractors for the performance of service under this Agreement. The parties agree that if Boston Scientific intends to use subcontractors at any time during the term of the Agreement with the consent of the Customer, the above language shall apply.
- 10.10 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Boston Scientific's insurance.**
- 10.11 Prior to the execution of this Agreement by Customer, Boston Scientific shall file certificates of insurance with Natividad's Contracts Department, showing that Boston Scientific has in effect the insurance required by this Agreement. Boston Scientific shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 10.12 Boston Scientific shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Customer, annual certificates to Natividad's Contracts Department. Failure by Boston Scientific to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

11. **NON-DISCRIMINATION:**

During the performance of this Agreement, Boston Scientific, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Boston Scientific's employment practices or in the furnishing of services to recipients. Boston Scientific shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Boston Scientific and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT:

If this Agreement has been or will be funded with monies received by Customer pursuant to a contract with the state or federal government in which Customer is the grantee, Boston Scientific will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Customer will deliver a copy of said contract to Boston Scientific, at no cost to Boston Scientific.

13. INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, Boston Scientific is at all times acting and performing as an independent contractor and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and Boston Scientific shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Boston Scientific shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, Boston Scientific shall defend, indemnify, and hold Customer and the County of Monterey harmless from any and all liability, which Customer may incur because of Boston Scientific's failure to pay such taxes.

14. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to Customer and Boston Scientific's contract administrators at the addresses listed below.

**Customer:**

Natividad Medical Center  
Attn: Contracts Division  
Natividad Medical Center  
1441 Constitution Blvd.  
Salinas, CA 93906

**Boston Scientific**

Boston Scientific Corporation  
100 Boston Scientific Way  
Marlborough, MA 01752  
Attn. Manager, Shared Services

15. Disputes. Boston Scientific shall continue to perform under this Agreement during any dispute.

16. Assignment and Subcontracting. Boston Scientific shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Customer. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, Boston Scientific shall continue to be liable for the performance of all requirements of this Agreement.

17. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

18. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

19. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

20. Non-exclusive Agreement. This Agreement is non-exclusive and both Customer and Boston Scientific expressly reserve the right to contract with other entities for the same or similar services.

21. Construction of Agreement. Customer and Boston Scientific agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

23. Integration. This Agreement, including the exhibits, represents the entire Agreement between Customer and Boston Scientific with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between Customer and Boston Scientific as of the effective date of this Agreement, which is the date that Customer signs the Agreement.

24. **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. **Services.** Pursuant to the terms of this Agreement:

- a. Subject to the exclusions in Section 26 and Section 27, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.
- b. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays.
- c. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.
- d. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.
- e. If a Boston Scientific representative is scheduled to be at the Customer's location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific's applicable rates equal to the time between the scheduled time and the time when service may begin.
- f. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific's applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer's request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.
- g. If applicable under Customer's selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer's Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.

26. **Exclusions.** The following are expressly excluded from service coverage under this Agreement:

- a. Disposable items or accessories, including, but not limited to, catheters, cables (unless expressly included in the terms of the Customer's selected Service Plan), tubing, motor drive covers or sterile drapes, introducers, probes, power cords, junction boxes, manuals, etc.
- b. Software upgrades (unless expressly included in the terms of the Customer's selected Service Plan).
- c. Hardware upgrades (unless expressly included in the terms of the Customer's selected Service Plan).
- d. Costs associated with: the preparation and installation of the Equipment including arm plate mounting etc., and/or movement/removal of the Equipment (unless expressly included in the terms of the Customer's selected Service Plan).
- e. Costs associated with any other third-party equipment or software not purchased from Boston Scientific.
- f. Preventative maintenance on the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.
- g. Replacing or repairing Equipment or parts of it with damage caused by or resulting from:
  - i. Any intentional or negligent acts or omissions of Customer's employees or agents.
  - ii. Any accidental or cosmetic damage to the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.
  - iii. Attempts to repair, alter, or access the internal components of the Equipment, or to deinstall, reinstall or relocate the Equipment, made by persons other than Boston Scientific's authorized personnel, without prior approval of Boston Scientific.
  - iv. Misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed or use contrary to any Equipment documentation.
  - v. Use of operating supplies, consumable parts or cleaning materials, not approved by Boston Scientific.
  - vi. Any hardware or software not manufactured and installed by Boston Scientific.
  - vii. The transportation or storage of Equipment by Customer or other causes within the reasonable control of Customer.

viii. Fire, flood, earthquake, storm, hurricane, or other natural disaster, war, terrorism, strike, lockout or other labor dispute, or failure of the operation of electricity, water, telephones, internet service, or other utilities.

ix. Network or computer malfunction, viruses, malware, security breach, improper or unauthorized access or use of Customer's network or systems, any third-party software, or any event affecting the data security or integrity of Equipment, including errors or omissions, interruptions, or any other inaccuracies caused by such events, except that, if a Boston Scientific Network Security Device ("NSD") has been installed on the Equipment prior to connecting the Equipment to the hospital network and the NSD remains fully enabled following installation, Customer acknowledges Customer remains fully responsible for the security and integrity of its network and systems and in no respect does the connection of the Equipment to the hospital network or the availability and/or use of an NSD transfer the responsibility of network or system security or any legal liability to Boston Scientific.

h. Any other service or item excluded in the Customer's selected Service Plan.

27. Obsolescence. If a part used on or in the Equipment becomes obsolete by Boston Scientific or any supplier of Boston Scientific, and, if Boston Scientific is unable to repair or replace that part of the Equipment because of such obsolescence, Boston Scientific shall notify Customer of such obsolescence and that Boston Scientific will not be able to repair or replace the Equipment. In such case, Boston Scientific will apply a credit for any unused monetary balance on this Agreement toward Customer's purchase of a then-current model of such Equipment covered under the Customer's selected Service Plan. This credit will be Customer's sole and exclusive remedy in the case of part obsolescence.

28. Transferability. Should the Customer sell or otherwise transfer title on equipment that is covered under an ExpertCare service agreement, that title transfer nullifies the existing service coverage. The contract will be considered void, and the Service Provider will have no further obligations under the service contract.

***The remainder of this page has been left blank intentionally.***

***Signature Page to Follow***

**COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER**

**CONTRACTOR**

By: \_\_\_\_\_  
Charles R. Harris, CEO Natividad

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

**APPROVED AS TO LEGAL PROVISIONS**

Signed by:  
By: Stacy Saetta  
Monterey County Deputy County Counsel

Date: 3/27/2026 | 12:11 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
By: Patricia Ruiz  
Monterey County Deputy Auditor/Controller

Date: 3/27/2026 | 2:25 PM PDT

**Boston Scientific Corporation**

Contractor's Business Name\*\*\* (see instructions)

Signed by:  
Josh Papenbrook  
Signature of Chair, President, or Vice-President  
Josh Papenbrook,  
Sales Director, U.S. ExpertCare Solutions  
Name and Title

Date: 2/23/2026 | 11:38 AM PST

Signed by:  
By: Numene Bartekwa  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or  
Asst. Treasurer)  
Numene Bartekwa,  
ExpertCare Contract Administrator  
Name and Title

Date: 2/23/2026 | 11:48 AM PST

## **Exhibit A: Scope of Services/ Payment Provisions**

---

**I. Description of All Services to be Rendered by CONTRACTOR:**

CONTRACTOR shall provide NMC with equipment support and services to the Lumenis Pulse 100H Holmium Laser System.

**II. CONTRACTOR Obligations:**

**a. LT Pulse 100 EssentialCare coverage include:**

1. All software updates
2. 100% Coverage on parts/travel/labor charges
3. 1 Preventative Maintenance every 12 months
4. Direct access to Technician Service Center
5. 24/7 Phone support during patient procedure
6. Priority service and repair support
7. 2 Business Day response time
8. Standard 2 business day shipping

b. Subject to the exclusions stated in the terms and conditions of this Agreement, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.

c. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

d. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.

- e. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.
- f. If a Boston Scientific representative is scheduled to be at the Customer’s location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific’s applicable rates equal to the time between the scheduled time and the time when service may begin.
- g. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific’s applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer’s request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.
- h. If applicable under Customer’s selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer’s Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.
- i. **Excludes:** Replacement of disposable items and accessories, including but not limited to catheters, cables, manuals, safety glasses, outer panels, blast shields, fibers, fiber pole base and hand pieces, loaner, software upgrade, hardware upgrade, and costs associated with preparation & installation of the Pulse™ 100H Holmium Laser Therapy System, and any other third party equipment not purchased from BSC. Accidental/physical damage is not covered, including damage to the system chassis. Loss of the equipment is not covered.

**III. Pricing/Fees:**

- a. Boston Scientific shall invoice Customer for the total price stated herein:

<b>Quantity: 1</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>List Price</b>	<b>Discount</b>	<b>Extended Price</b>
<b>Serial Number(s): 3201</b>	<b>LT Pulse 100 EssentialCare 4 y</b>	<b>12/03/2025</b>	<b>12/02/2029</b>	<b>\$54,000</b>	<b>\$5,400</b>	<b>\$48,600</b>

- b. Boston Scientific warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- c. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- d. Customer may, in its sole discretion, terminate the contract or withhold payments claimed by Boston Scientific for services rendered if Boston Scientific fails to satisfactorily comply with any term or condition of this Agreement.

- e. Upon receipt of Purchase Order, Customer will be invoiced for the Total Price listed for the option selected.
- f. Customer shall email an official Purchase Order to the Boston Scientific Service Sales Representative. By issuing a purchase order for the service plan at the price set forth above, Customer acknowledge and agree to, and are deemed to have accepted, Boston Scientific's Service Agreement and the Terms and Conditions attached to it.

***The remainder of this page has been left blank intentionally.***