

Vizient - KitCheck Service Agreement

This Service Agreement (the "Agreement") is between **BLUESIGHT, INC.** ("Vendor") and the **COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER** ("Licensee") and is effective as of the date of last signature below ("Effective Date"). Vendor provides hospitals with scanning equipment and web-based software to enable hospitals to automate their pharmacy kit processing (the "KitCheck Software Service"). The KitCheck Software Service, together with any other installation, support or other services that Vendor elects to provide to Licensee pursuant to this Agreement, are referred to collectively as the "Service(s)" or "KitCheck Service(s)."

1. Term and Termination.

- a. This Agreement shall remain in effect for an initial term of three (3) years commencing on the Effective Date (the "Initial Term"). This Agreement may be extended via amendment, signed by both parties.
- b. Either party may terminate this Agreement based on the other party's breach of a material term of the Agreement by providing the breaching party with thirty (30) days' prior written notice.
- c. Licensee's payments to Vendor 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 Licensee's purchase of the indicated services, then Licensee shall give written notice of this fact to Vendor, and Licensee may terminate this Order Form on at least thirty (30) days' notice, or on such date thereafter, as the parties may mutually agree upon, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

2. Consideration and Purchasing of Consumables.

The Parties confirm receipt of sufficient and good consideration, including their respective promises pursuant to this Agreement. Licensee will pay the Annual Subscription Fee and other applicable amounts, as detailed on Exhibit A. To the extent that Licensee uses any third party RFID labels/tags or other consumables with the Kit Check Equipment that have not met the standards of an approved certification process by Kit Check, from the date of first use, the representations, warranties and indemnifications from Kit Check to Licensee in this Agreement will no longer be effective if the defect or claim is caused by the third party tag.

3. Vendor Obligations.

Vendor will use commercially reasonable efforts throughout the Term to provide the Services in a manner that meets or exceeds the applicable service level in the Vendor Service Level Agreement. The KitCheck Software Service will include all updates made generally available to the customers of such KitCheck Software Service. Vendor may charge additional fees for new products and services, and Licensee may choose whether or not to purchase subscriptions to new products or services at Licensee's sole discretion.

4. Software Usage Rights and Restrictions.

For the Term, Vendor grants to Licensee a non-transferable, non-exclusive right for Licensee's Authorized Personnel to access and use KitCheck Software Service and any related user manual(s) or technical requirements document(s) that may be provided in connection with the KitCheck Software Service (the "Documentation") for Licensee's internal business purposes.

Vendor hosts and retains physical control over the KitCheck Software Service and it is only made available to Licensee as a hosted service which Licensee can use and access over the internet through a web-browser (e.g., Internet Explorer). Vendor is not obligated to deliver or make available any copies of computer programs or code from the KitCheck Software Service to Licensee. Licensee may not rent, lease, distribute, or resell the KitCheck Software Service, or use the KitCheck Software Service as the basis for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the KitCheck Software Service. Licensee shall not, and shall not permit any third party to: decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the KitCheck Software Service by any means whatsoever; modify or alter any of the software or services or Documentation in any manner whatsoever. Unauthorized use of any program or automated script that 'crawls' through a program, service or website and collects data from such program, service or website (a "Robot") with or within the KitCheck Software Service for any purpose is a material breach of this Agreement. Licensee, including any employee or third party working on Licensee's behalf, may not, without Vendor's prior written consent, perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan ("Ethical Hack"), or attempt to access the data of any other Vendor customer.

5. Licensee Authorized Personnel.

Licensee agrees that only its employees and contractors that have been designated with responsibilities for processing pharmacy kits and maintaining Licensee's records and systems, will have access and use of the KitCheck Software Service (collectively, the "Authorized Personnel"). Licensee is fully responsible for any acts or omissions of Authorized Personnel and shall ensure that Authorized Personnel comply with all the terms and conditions of this Agreement.

6. Hospital Systems.

If Licensee is part of a hospital system and desires to use the Equipment, Consumables and Services of other hospitals within the system, then this is permitted subject to the requirements of this provision. Licensee agrees that: (i.) this Agreement shall also govern the supply of Equipment, Consumables and Services to any hospital in the system in which Licensee participates; (ii.) Licensee is responsible for ensuring that all other hospitals within the system that use the Equipment, Consumable and Services agree to comply with the terms of this Agreement; and (iii.) Licensee will be fully liable and responsible for any breach of this Agreement by any hospital within the system and will indemnify Vendor against any claims that may be made by such hospital against Vendor.

7. Rights upon Termination or Expiration.

Upon the expiration or termination of this Agreement: Licensee may retrieve a copy of Licensee Data hosted by Vendor in a database-importable format such as excel or csv (the "Data Retrieval"); Licensee must cease all use of the KitCheck Services with the exception of Data Retrieval; and Vendor may disable all other portions of the KitCheck Software Service for which Licensee's usage rights have been terminated or which have expired. Vendor may also delete, in its sole discretion, any Licensee Data in Vendor's possession that is not retrieved by Licensee within thirty

(30) days of expiration or termination of this Agreement. Vendor will retain title to the Equipment during Term and Licensee will return Equipment to Vendor at Licensee's expense.

8. Warranties and Disclaimer of Other Warranties.

Vendor represents, warrants, and covenants as follows: Vendor possesses all rights necessary to grant to Licensee the rights set forth in this Agreement; Vendor incorporates commercially reasonable measures to screen for time-bombs, viruses, technically limiting devices, and/or technically limiting code (software enabling Vendor's remote access for purposes of conducting support services will not be considered disruptive code for purposes of this section); Vendor will not use disabling mechanisms or lock-up measures during the Term that may cause Licensee Data or software to become unusable and inaccessible; and the KitCheck Software Service will perform substantially in accordance with the Documentation and the Service Level Agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND THE VIZIENT AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, CONSUMABLES AND THE KITCHECK SERVICES. VENDOR DOES NOT WARRANT THAT OPERATION OF THE KITCHECK SOFTWARE SERVICE OR EQUIPMENT IS ERROR-FREE OR THAT THEIR OPERATION WILL BE UNINTERRUPTED.

9. Licensee Acknowledgement.

Licensee acknowledges and agrees that Licensee is responsible for the processing of pharmacy kits as part of its daily operations and although Vendor is providing Equipment, Consumables and Services to facilitate automation of this existing process, it is Licensee that is responsible for ensuring the proper processing of pharmacy kits. The parties acknowledge and agree that the Licensee's Authorized Personnel may include third-party service providers who will operate the Equipment and use the Consumables and Services on Licensee's behalf (the "Licensee Processor"). The parties further acknowledge that Vendor's services do not include the operation of the Equipment or use of the Consumables and Services, and that Vendor has no responsibilities for processing by Licensee or a Licensee Processor.

10. No Protected Health Information (PHI).

Vendor warrants that use of the Equipment and the Services does not require any delivery or use of Protected Health Information ("PHI"), as defined under HIPAA. Licensee warrants that it will not upload or otherwise deliver to Vendor or input into the KitCheck Software Services any PHI.

11. Licensee Data.

Licensee is the owner of all Licensee Data. Vendor will use reasonable commercial efforts to return a copy of Licensee Data to Licensee if so requested by Licensee in writing in accordance with the terms of this Agreement. Vendor may use Licensee Data for purposes of improving Vendor's product and services. In addition, Vendor can create and use Analytics Data for any purpose. "Analytics Data" means data derived from the operation or use of Vendor equipment and Services, including data elements derived from Licensee Data, and any conclusions, reports or other data resulting from analysis of such data (e.g., service level data, customer item history, and customer usage patterns, etc.). Analytics Data is owned by Vendor and may be used and disclosed

for any purpose.

12. Confidentiality.

Each party acknowledges that certain information of the other party that it may acquire or be exposed to in connection with the Equipment, Services and this Agreement will constitute information of a proprietary or confidential nature including, without limitation, information concerning the other party's business affairs, property and methods of operation and any other material, data or information disclosed by one party to the other party that is not generally known by or disclosed to the public or to third parties (collectively, "Confidential Information"). Vendor's Confidential Information includes, without limitation, the pricing (other than pricing set forth in the parties' Agreement or amendment thereto), features and functions of its products and services. Licensee Confidential Information includes, without limitation, any Licensee Data. Each party (the "Receiving Party") agrees: to exercise the same degree of care and protection with respect to the Confidential Information of the other party (the "Disclosing Party") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; not to use the Disclosing Party's Confidential Information except as permitted or contemplated hereunder; and not to directly or indirectly disclose, distribute, republish or allow any third party to have access to any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent. However, a Receiving Party may disclose Confidential Information to its advisors, shareholders, potential investors, group purchasing organization and Vizient. A Receiving Party may also disclose Confidential Information if so required by law (including court order or subpoena) provided that the Receiving Party provides the Disclosing Party with written notice of such disclosure. Confidential Information shall not include information that is: (i) publicly available or later becomes available other than through a breach of this Agreement; (ii) known to the Receiving Party or its employees, agents or representatives prior to disclosure by the Disclosing Party; or (iii) subsequently lawfully obtained by the Receiving Party or its employees, agents, or representatives from a third party without obligations of confidentiality. In the event Licensee is required to disclose Confidential information of Vendor under the California Public Records Act ("CPRA"), Licensee shall notify Vendor and only disclose Confidential Information as necessary and required to comply with the CPRA.

13. Indemnification. Vendor shall indemnify, defend, and hold harmless the Licensee, its officers, agents and employees collectively, the "Indemnified Parties") from any and all third party claims in connection with Vendor's negligent performance of the Services pursuant to this Agreement. The Indemnified Party shall: (a) provide Vendor with prompt written notice upon becoming aware of any such claim; (b) reasonably cooperate with Vendor in the defense of any such claim; and (c) provide Vendor with sole and exclusive control of the defense and settlement of any such claim.

14. EXCLUSION OF CERTAIN DAMAGES.

EXCEPT FOR A) CLAIMS INVOLVING VENDOR'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, AND B) VENDOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT AND THE VIZIENT AGREEMENT, IN NO EVENT WILL VENDOR BE LIABLE TO LICENSEE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR

LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. LIMITATION OF LIABILITY.

IN NO EVENT WILL VENDOR'S AGGREGATE LIABILITY FOR DIRECT DAMAGES WITH RESPECT TO ALL EVENTS, ACTS OR OMISSIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF (i) \$100,000 OR (ii) TWO TIMES THE ACTUAL PAYMENTS TO VENDOR BY LICENSEE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DAMAGE CLAIM BY LICENSEE.

16. Insurance.

Evidence of Coverage:

Prior to commencement of this Agreement, Vendor 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.

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.

Insurance Coverage Requirements: Without limiting Vendor's duty to indemnify, Vendor shall maintain in effect throughout the Term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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 \$1,000,000 per occurrence.

Workers' Compensation Insurance, If Vendor employs others 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.

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Vendor and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years

following the date Vendor completes its performance of Services under this Agreement.

Vendor shall provide Licensee with notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof, unless a substitute policy that meets the requirements of this Agreement is timely obtained and does not result in any gap in coverage.

Prior to the execution of this Agreement, and upon written request, not to exceed once annually, Vendor shall provide a certificate of insurance to Licensee, showing that Vendor has in effect the insurance required by this Agreement. Vendor shall provide a new or amended certificate of insurance within five (5) calendar days after any material decrease in coverage is made in any insurance policy. Insurance required under this section shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Vendor shall at all times during the Term of this Agreement maintain in force the insurance coverage required under this Agreement. Failure by Vendor to maintain such insurance is a default of this Agreement, which entitles Licensee, at its sole discretion, to terminate the Agreement immediately upon written notice.

16. Publicity.

Vendor may only use the name(s) of Licensee for advertising or other promotional materials with Licensee's prior consent. However, Vendor may include Licensee's name in its standard client list without Licensee's prior consent.

17. Assignment.

Either party may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of that party or the business of that party that utilizes or provides the Services.

18. Notices.

Any notice required or permitted to be given pursuant to this Agreement shall be given in writing to the respective parties identified below, signed by or on behalf of the party giving such notice, and either delivered in person; deposited in the United States mail, postage pre-paid, registered or certified mail, properly addressed; via e-mail; or sent by nationally recognized overnight courier. Notices are considered delivered on the post-marked date or the date delivered by a courier for next business day delivery. Either party may change their respective notification addresses by notice in accordance with this Section.

If to Licensee:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, California 93906
[Enter Email]

If to Vendor:

Bluesight, Inc.
Attn: VP Legal
1800 Duke Street, Suite 108
Alexandria, VA 22314

legal@bluesight.com

19. Choice of Law; Venue. Intentionally Omitted.

20. Force Majeure.

Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations under the Agreement to the extent that performance is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or attempted acts of terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or other labor disputes, power, network or Internet outages, or any other similar cause beyond the reasonable control of such party.

21. Certain Definitions.

The following terms shall have the meanings specified below for purposes of this Agreement: "Consumables" means any materials used by the Equipment or KitCheck Service for processing pharmacy kits, including RFID labels/tags.

"Equipment" means any hardware, such as scanners and printers, provided by Vendor to Licensee for use with the KitCheck Services.

"Licensee Data" means data uploaded to or entered into the KitCheck Software Service by or on behalf of Licensee.

"Service Level Agreement" means a document posted within the Service that describes Vendor's targets for service performance.

22. Entire Agreement.

This Agreement and the Product Supplier Agreement between Vizient Supply, LLC and Vendor effective September 1, 2016 ("Vizient Agreement"), constitutes the entire agreement between Vendor and Licensee. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties relating to the Equipment, Consumables or Services, including any Licensee Purchase Order terms and conditions.

23. Waiver; Severability.

No waiver by Vendor of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Vendor to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Approved as to
form

Signed by:
Stacy Saetta
696D21D44C4341D...
5/5/2026 | 2:00 PM PDT

Approved for fiscal
provisions

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

ACKNOWLEDGED AND ACCEPTED:

LICENSEE:

**COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD
MEDICAL CENTER**

By: _____

Name/Title: _____

Date: _____

VENDOR:

BLUESIGHT, INC.

Signed by:
Mark Peters
By: _____
091CFEB983D7405...

Name/Title: Mark Peters CFO

Date: 3/9/2026

VENDOR:

BLUESIGHT, INC.

Signed by:
Kevin MacDonald
By: _____
F4753B8493A54B5...

Name/Title: Kevin MacDonald CEO

Date: 3/9/2026

EXHIBIT A

PRODUCT AND SERVICE DESCRIPTION AND PRICING

Subscription Tags:

The Annual Subscription Fee includes certain Vendor hardware, web-based software to enable Licensee to automate its pharmacy kit processing, and the automatic shipment of RFID Tags directly provided by Vendor. Only through an Annual Subscription may Licensee use Pre-Tagged products, provided that the Tags: (i) only use RFID inlays that are ARC Specification S certified; and (ii) must be registered in the Vendor Registry.

Annual Subscription Fee:

The Annual Subscription Fee is based on Licensee’s and its Facilities’ (a) total number of Beds or Cases (as applicable); and (b) its corresponding Module for each of Licensee’s Facilities. The two separate Modules are based on the RFID Tag’s destination in Licensee’s facility: (a) Central Pharmacy (“**CP**”); or (b) Operating Room (“**OR**”). Vendor will automatically ship RFID Tags to Licensee and its Facilities, within seven (7) calendar days of the beginning of each month (“**Auto-Ship**”).

Facility and Module Identification:

Facility Name	Selected Module			
	CP	# of Beds	OR	# of OR/Procedural Rooms
Natividad Medical Center	<input checked="" type="checkbox"/>	144	<input checked="" type="checkbox"/>	10

Annual Subscription Fee Total
\$23,750.00

Changes in Licensee/Facility Status:

Since the Annual Subscription Fee is dependent on the number of subscribing Facilities, the Module(s) selected, and the total number of Beds or Cases (as applicable), Licensee must immediately notify Vendor if Licensee desires to include additional subscribing Facilities, change Modules for any of its Facilities, update a current Facilities’ number of Beds or Cases (as applicable), or needs additional Equipment.

Payment Terms:

The Annual Subscription Fee is due as of the Effective Date, and then annually thereafter, in advance, on the anniversary of such date. Vendor reserves the right, in its sole discretion, to increase the Annual Subscription Fee as listed herein by up to seven percent (7%) per year.

Aggregation Pricing:

If Licensee is part of a hospital system and desires to use the Equipment, Consumables and Services at other hospitals within the system, Licensee agrees that: (i) this Agreement shall also govern the supply of Equipment, Consumables and Services to any hospital in the system in which Licensee participates; (ii) Licensee is responsible for ensuring that all other hospitals within the system that use the Equipment, Consumables and Services agree to comply with the terms of this Agreement; and (iii) Licensee will be fully liable and responsible for any breach of this Agreement by any hospital within the system and will indemnify Vendor against any claims that may be made by such hospital against Vendor. Licensee and its aggregating facilities, if any, are listed in the “Facility and Module Identification” table above.

Equipment:

A functioning set of one (1) Scanning Station and one (1) Barcode Scanner (the “**Equipment**”), per Facility, is included in the Annual Subscription Fee. Existing Facilities are not eligible for additional or replacement Equipment unless such Equipment is not functioning as

intended. Any requests for additional or replacement Equipment (unless due to malfunctioning Equipment) is subject to the “Additional Equipment” fees as detailed in the table below.

Implementation, Training, and Equipment (Only For New Facilities):

<u>Implementation & Training</u>	<u>Remote</u> (Available For Facilities Only Using the CP Module)	<u>On-Site</u> (Available For Facilities Using the OR Module)
Online/Remote Training Time	Up to 20 Hours	Billed at \$2,000.00 per 8 Hour Block
On-Site Implementation & Training Time	N/A	Billed at \$2,500.00 per 8 Hour Block
Travel Expenses*	N/A	Billed as Incurred
Total Implementation Fees	\$5,000.00	\$15,000.00 Minimum Per Facility

Additional Equipment

	Additional Equipment Fee
Standard Size Scanning Station “Small” Scanning Station “Medium” Scanning Station “Mobile Cart” Scanning Station (Does not include the cart)	\$3,000.00 per year
“Large” and/or customized scanning station	Price to be scoped based on requirements

The Implementation, Training, and Equipment fees are due prior to service implementation for each Facility.

Reporting & Charge Sheet Customization:

Custom Reporting	A \$125.00 per-hour fee will be charged to customize reports.
Customize Charge Sheet	There is a \$250.00 charge per customization to modify the Member’s Charge Sheet.

*Licensee and Vendor agree that Vendor shall be reimbursed for travel expenses during this Agreement. Vendor shall receive compensation for travel expenses as per the Monterey County Travel and Business Expense Reimbursement Policy. A copy of the policy is available at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures> To receive reimbursement, Vendor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.