**HILLROM PRECISION LOCATING PURCHASE AND LICENSE AGREEMENT**

This Hillrom Precision Locating Purchase and License Agreement (this “Agreement”) is entered as of this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_ (the “Effective Date”) by and between Hill-Rom Company, Inc., with offices at 1225 Crescent Green, Suite 300, Cary, North Carolina 27518 (“Hillrom”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”).

**Definitions**

**“Customer”** means the purchaser and/or end user of the Products, as defined herein.

**“Customer Supplied Products”** means computer software, hardware or equipment, or any other product mutually agreed by the parties, to be supplied by Customers. Hillrom shall have no responsibility, obligations, or liability to Customer in relation to Customer Supplied Products including failure of Products to function in accordance with or conform to written specifications and/or the documentation due to Customer Supplied Products. All Customer Supplied Products are provided under and subject to the terms of the contract entered into by and between Customer and its third party licensors.

**“Hillrom** **Provided Components”** means the equipment and/or component parts provided by Hillrom which comprises the Products.

**“Product(s)”** means the Hillrom Precision Locating (“HPL”) product referenced on the Proposal that is sold and licensed to Customer under this Agreement.

**“Licensed Software”** means the Hillrom proprietary software (including Major Releases and Minor Releases) licensed for use with the Product.All other software used with Products shall be termed “**Third Party Software**.”

**“Hillrom Provided Software”** means the Licensed Software and Third Party Software provided by Hillrom solely for use with Products.

 **“Proposal”** means the agreement executed by Customer and Hillrom which incorporates by reference this Agreement and further describes the scope of work, implementation, installation and configuration plan and pricing unique to the particular Product acquisition.

**“Services”** means those support services, maintenance services, training, installation, implementation, certification or other services which are the express responsibility of Hillrom pursuant to the terms of this Agreement.

**“Major Release”** means changes to the Licensed Software that add significant functionality or major enhancements to the Licensed **S**oftware, but which do not add additional features beyond those purchased by Customer. A Major Release to the Licensed Software may result because of a requirement change to the operating system, hardware components, or changes to Third Party Software. Major Releases are denoted by a change in integer or whole number of the Licensed Software (e.g. 1.0 to 2.0). Major Releases do not include new products.

 **“Minor Release”** means software service packs, patches or minor changes to the Licensed Software that correct deficiencies or add minor enhancements and are generally provided to Customers within the initial warranty term or the paid-up software maintenance period, at no additional software license. Minor Releases are denoted by a change in the fraction number of the Licensed Software (e.g. 1.0 to 1.1).

**Payment and Taxes.** Invoices are payable net thirty (30) days from date of invoice. Applicable taxes will be calculated at the time of invoicing only, based on the shipping destination address, and added separately to the invoice. Customer is responsible for remitting payment including taxes charged, unless a proper non-profit exemption, resale, contractor's Project exemption or other certificate based on state/local requirements is provided to Hillrom. Unless waived by Hillrom in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of (i) one and one half percent (1 1/2%) per month or (ii) the maximum rate allowed by law. Customer agrees to pay Hillrom for any and all costs and expenses (including without limitation reasonable attorneys’ fees) incurred by Hillrom to collect any amounts owed to it, enforce any of its rights or seek any of its remedies hereunder. Customer is advised that the Customer may be obligated to properly reflect and/or report any discount, rebate or reduction in price in its costs claimed or charges made to federal (e.g. Medicare) or state (e.g. Medicaid) health care programs requiring such disclosure. The invoices provided by Hillrom to Customer may not reflect the net cost to the Customer. Customer shall make written request to Hillrom in the event Customer requires additional information in order to meet applicable reporting or disclosure obligations. Hillrom shall retain a security interest in the Product until Hillrom has received full payment including taxes. Customer agrees to sign and deliver to Hillrom any additional documents required by Hillrom to protect its security interest.

**Delivery and Shipment.** Date of delivery shall be determined by mutual written agreement of the parties. No delivery date set forth in a purchase order shall be binding on Hillrom unless Hillrom explicitly agrees to such delivery date in a writing signed by an authorized representative of Hillrom. Customer may request to reschedule a scheduled delivery date to a later date by providing Hillrom with written notice at least fourteen (14) days prior to the scheduled delivery date. If Customer requests at any time to reschedule the delivery date to a new date that is more than thirty (30) days later than the original scheduled deliver date, Customer agrees to pay Hillrom a rescheduling fee of 15% of the net price for the affected products. If Customer refuses to accept a delivery without having provided Hillrom with a written request to reschedule at least fourteen (14) days in advance, Customer agrees to pay Hillrom a rescheduling fee of fifteen percent (15%) of the net price for the affected products. Shipment of all products shall be Net Freight on Board (FOB) Customer, with all costs of transportation and related insurance being the responsibility of Hillrom with the exception of costs of transportation and insurance for (i) service parts, (ii) shipments to points outside the contiguous U.S., or (iii) special delivery and/or air shipments requested by Customer. Unless otherwise explicitly agreed to by Hillrom in a writing signed by an authorized representative of Hillrom, Hillrom will prepay and add to the invoice for reimbursement by Customer any and all costs of transportation and insurance for delivery of service parts, shipments to points outside the contiguous U.S., and any special delivery and/or air shipments requested by Customer. Terms for shipping to Alaska and Hawaii shall be FOB port of embarkment, prepaid and add from port of embarkment to destination.

**License Grant.** Subject to the terms herein, Hillrom grants Customer a personal, non-exclusive, non-transferable, limited license to use the Hillrom Provided Software in object code form at the designated health care facility solely for use with the Products. Hillrom or its designee may audit Customer’s use of the Hillrom Provided Software for compliance with these terms at any time, upon reasonable advance notice. Hillrom retains all right, title and interest, including all copyright and intellectual property rights, in and to, the Hillrom Provided Software (and any updates thereto), and all copies thereof. The Hillrom Provided Software is licensed not sold. The license rights granted herein shall not be sub-licensed.

**Open Source Software.** The Products may include open source software (i) for which Hillrom does not claim copyright ownership for the source code, and (ii) which source code is made freely available to the general public. Open source software includes, but is not limited to, software licensed under the GNU General Public License or the GNU Lesser General Public License. Any source code, attributions or terms for such open source software are provided in the documentation and/or in user files (which are identified in the documentation) within the Licensed Software program. Customer’s rights and remedies under this Agreement with respect to such open source software shall apply, but only for Customer’s use of the open source software as part of the Product which is in compliance with the terms of this Agreement and with the terms of any relevant open source license.

**License Restrictions.** Except in the case of certain open source software, Customer shall not: (a) share, install or use the Hillrom Provided Software, concurrently on different computers or servers; (b)alter, merge, modify, adapt or translate or otherwise create derivative works based upon the Hillrom Provided Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Hillrom Provided Software to a human-readable form; (c)   resell, assign, rent, lease, sublicense, deliver or otherwise transfer, distribute or dispose of the Hillrom Provided Software; (d) use or allow others to use any of the Hillrom Provided Software as a service bureau or under any outsourcing arrangement for any third party;  (e) export the Hillrom Provided Software into any country prohibited by the United States Export Administration Act and the regulations there under; (f) copy or duplicate the Hillrom Provided Software except for backup purposes only; or (g) grant any other person or entity the right to do any of the foregoing or take any action that would assist any other person or entity in doing so. Any breach by Customer of the terms herein may at the option of Hillrom result in an immediate termination of the licenses granted herein or this Agreement in its entirety.

**Note to U.S. Government End Users.** The Product, including the Hillrom Provided Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and 48 C.F.R. 227.7202 (June 1995). Pursuant to 48 C.F.R. 12.212, 48 C.F.R. §52.227-19, and 48 C.F.R. 227.7202-1 through C.F.R. 227.7202-4, and other relevant sections of the Code of Federal regulations all U.S. Government end users acquire the Product with only those rights as set forth herein.

**Mandatory Software Maintenance.** The Product requires the purchase of a software maintenance program, which must be renewed annually. The software maintenance program entitles Customer to receive support Services and software maintenance in the form of Major Releases and Minor Releases to the Licensed Software as is described in Exhibit A. Services related to the installation or configuration of any updates to the Licensed Software will be made available at the then current rates.

**Limitation Of Remedies & Damages.** Hillrom’s total liability to Customer and Customer’s exclusive remedy for any cause whatsoever, arising out of, based on or relating to this Agreement, the Product or Services, whether based in contract, tort (including negligence), warranty or any other legal theory, shall be limited to an amount equal to the purchase price actually paid to Hillrom during the twelve (12) month period preceding the event giving rise to the action. HILLROM SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING LOSS OF DATA, COSTS OF RECOVERY, LOST OPPORTUNITY, LOST REVENUES OR LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM CONTRACT, TORT LAW OR OTHERWISE.

Indemnity.Hillrom shall indemnify, defend and hold Customer harmless from and against any and all liabilities, including damages, costs, expenses and reasonable attorney’s fees (collectively “Liabilities”) arising out of (i) installation of the Product by Hillrom or a Hillrom authorized representative or (ii) breach of this Agreem**e**nt by Hillrom or a Hillrom authorized representative, except to the extent attributable to the negligence or wrongful conduct of Customer. Customer shall indemnify, defend and hold Hillrom harmless from and against any and all Liabilities arising out of (i) installation of the Product by a person other than a Hillrom authorized representative, (ii) breach of this Agreement by the Customer or a person other than a Hillrom authorized representative, (iii) Customer’s non-intended use of the Product which constitutes an infringement of any third party patent, copyright, trademark, trade name, proprietary right or unauthorized trade secret use, except to the extent attributable to the negligence or wrongful conduct of Hillrom, or (iv) third party claims based upon Customer’s use of the Product with its third party users.

**Infringement Indemnification.** Hillrom shall indemnify, defend and hold Customer harmless from Liabilities incurred by Customer which result from any claim by a third party that the Licensed Software or Hillrom Provided Components manufactured by Hillrom violates a claim under copyright or trade secrets. If, however, the Licensed Software or Hillrom Provided Components manufactured by Hillrom, are determined by a court of competent jurisdiction to infringe the copyright or trade secrets of any third party resulting in a prohibition on the use of the Licensed Software or Hillrom Provided Components manufactured by Hillrom, Hillrom shall, at its sole discretion, (i) replace the infringing Licensed Software or Hillrom Provided Components with appropriate non-infringing software or hardware; (ii) procure the right to continue the use of the infringing Licensed Software or Hillrom Provided Components; or (iii) terminate this Agreement and refund to the Customer the remaining useful life of the affected Licensed Software or Hillrom Provided Component on a five (5) year straight line amortization basis commencing with the installation of Product and not to exceed the cost of same. The Customer shall provide prompt notice of such claim, and Customer shall cooperate fully in the defense of such claim. The obligation to indemnify, defend and hold Customer harmless shall not apply to the extent the violation (a) is caused by Customer’s unauthorized modification of the Licensed Software, Hillrom Provided Components, or accompanying documentation, (b) is based upon the use of the Licensed Software or Hillrom Provided Components in combination with any software program or equipment, or any part thereof, not furnished or recommended in writing by Hillrom, or (c) is based upon the use of the applicable Licensed Software or Hillrom Provided Components in a manner or environment, or for any purpose, for which Hillrom did not design or license it. To the fullest extent permitted by law, Hillrom’s performance of its obligations under this provision shall be Customer’s sole and exclusive remedy with respect to intellectual property rights, the alleged infringement thereof and any implied or statutory terms, conditions, representations and warranties of non-infringement.

**Product Retirement.** Hillrom reserves the right to retire any Product due to technological obsolescence or third party licensing or distribution restrictions. Hillrom may also discontinue the licensing, sale or support for any Product within its sole discretion. Unless otherwise stated herein, Hillrom will use commercially reasonable efforts to provide Customer with eighteen (18) months’ notice of any product retirement. Hillrom may discontinue Services for any release(s) of Licensed Software other than the currently supported release and the version immediately preceding. Customer may continue to use a discontinued version under license use rights granted by Hillrom but without support, at its own risk, and with no liability or obligation on the part of Hillrom respecting claims that may arise by reason of use of the discontinued version. Hillrom makes no warranty that any specific hardware will be available subsequent to the date when a Product is retired or the Licensed Software is no longer supported.

**Confidential Information.** The parties’ information about their respective business plans, products, research and development activities, marketing plans, patient and customer information, prices and the pricing provisions of this or other agreements between the parties, as well as the Hillrom Provided Software shall be deemed to be confidential. Confidential information shall not include information that is (i) made public without breach of this Section, (ii) received from a third party without obligation of secrecy, (iii) is already in the possession of the recipient, or (iv) is developed by the recipient independently as supported by written evidence. Each party agrees that it will not disclose the confidential information of the other and will treat such confidential information with the same degree of care as it does with its own information that it does not wish disclosed. Both parties’ obligations under this section shall continue for three (3) years from the last date of disclosure or three (3) years from the date when all Products under this Agreement are de-installed, licenses terminated, and the Hillrom Provided Software is returned to Hillrom; whichever occurs first. Notwithstanding, patient information and Hillrom trade secret information shall be treated as Confidential Information indefinitely.

**Compliance with Law.** Each party agrees to comply with applicable federal, state and local laws and regulations that pertain to this Agreement. Until the expiration of four (4) years after the furnishing of all Services under this Agreement, Hillrom will make available, upon written request, to the Secretary of the Department of the U.S. Health and Human Services, or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, any books, documents and records of Hillrom that are necessary to verify the nature and extent of such costs.

**Termination.** Either party may terminate this Agreement for a material default by the other party, or in the event the other party seeks the protection of a court under applicable bankruptcy laws, makes an assignment for the benefit of its creditors or ceases operations. Any such termination shall be effective upon thirty (30) days’ written notice, unless such material breach is cured within the notice period. Notwithstanding, Hillrom may terminate this Agreement without notice and effective immediately in the event Customer a) attempts to transfer, copy, disclose, decompile or reverse engineer or distribute the Hillrom Provided Software; or b) otherwise uses the Product in violation of the license use rights granted herein or as provided elsewhere herein. Either party may terminate immediately as a result of an unauthorized disclosure of Confidential Information. In the event of a termination of this Agreement, due to a material breach by Customer, Customer shall immediately de-install and return the Hillrom Provided Software and neither party shall have any additional obligations except for (a) obligations accruing up to and including the date of termination, and (b) obligations arising as a result of any breach of this Agreement. Without limitation, Hillrom shall be relieved of the obligation of further performance with respect to the Hillrom Provided Software and with regard to any maintenance obligations under this or any related agreement. Unless a court of competent jurisdiction determines that termination was initiated by Customer upon Hillrom’s breach of a material term of this Agreement, Hillrom will not be obligated upon termination to refund any amounts Customer has previously paid. The remedies available to the parties upon termination are in addition to any other remedies (including injunctive relief) allowed by law.

**Returns/Exchanges**

Hillrom Provided Components may be returned within twelve (12) months from date of shipment, provided they are returned in the manufacturer’s original, unopened and unmarked packaging (“as-shipped” condition). Servers and staff tags must be returned within thirty (30) days of shipment. Third Party Software or custom-made items may not be returned.

**Merger.** Except and solely for any separate master agreement or group purchasing agreement executed by the parties for the purchase and license of the Product purchased hereunder, this Agreement supersede any inconsistent provisions and understandings, oral or written, between the parties, including any terms and conditions in any purchase order or other documentation submitted by Customer to Hillrom, unless explicitly agreed to in writing by an authorized representative of Hillrom holding the title of Vice President or General Manager. Customer agrees and acknowledges that if Customer issues any further purchase orders or other documentation with additional or inconsistent provisions as compared to this Agreement, Hillrom will have no obligation to accept or otherwise honor any such purchase order. Notwithstanding, Hillrom’s failure to object to any such provision will not be construed as a waiver of the terms and conditions of this Agreement, nor as an acceptance of any such provision.

**Express Authority.** The individual executing this agreement for Customer represents that he or she is authorized to bind Customer to the terms of this Agreement.

**No Waiver.** A waiver by either party, at any time of any instance of the other party’s noncompliance with any obligation or responsibility in this Agreement will not be deemed a waiver of subsequent instances.

**Audit and Inspection Rights.** Hillrom shall have the right to audit and inspect Customer’s compliance with this Agreement and any applicable Proposal after reasonable notice.

**Governing Law.** The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the state within the United States in which the Products are licensed for use. The United Nation Convention on the International Sale of Goods shall not apply to this Agreement.

**Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Notwithstanding, either party may assign this Agreement upon written notice to the other party, and without such party’s consent, to (i) any subsidiary of the ultimate parent company of either party, or (ii) any person or entity that acquires or succeeds to all or substantially all of the assigning party’s business or assets used in connection to performing this Agreement.

**Severability.** Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**Data Usage**. Hillrom collects and uses de-identified data (i.e., data that does not constitute protected health information as that term is defined under the Health Insurance Portability and Accountability Act of 1996) generated by the Product (“Data”) to test and improve the Product and Services. Customer grants Hillrom a non-exclusive, royalty-free right and license to access, collect, and use Data for such purposes.

**EXHIBIT a**

**Hillrom Precision locating WARRANTIES AND SERVICES**

1. **HILLROM PROVIDED COMPONENTS WARRANTY.** Hillrom warrants that the Hillrom Provided Components will perform substantially in accordance with the published specifications and documentation and be free from manufacturer’s defects from the date of shipment to Customer for the duration of applicable warranty period.
	1. **Warranty Periods.** The warranty periods are as follows: (a) eighteen (18) months from the date of shipment for charging stations, POE switches, cabling, staff tags and asset tags; and (b) five (5) years from the date of shipment for hubs and anchors.
	2. **Repair/Replacement.** Hillrom’s obligations under this warranty are expressly limited to repairing or replacing, within the applicable warranty period, those warranted Hillrom Provided Components that, in the reasonable discretion of Hillrom, are found to be non-conforming. Where necessary, labor associated with repair or replacement of warranted Hillrom Provided Components is also provided for the duration of the applicable warranty period unless Customer purchases Hillrom’s optional ESA, described below. Hillrom Provided Components that do not materially conform to documentation must be returned to Hillrom immediately. Customer must contact Hillrom technical support at 800-445-3720 and request a return material authorization in order to initiate a return.
2. **LICENSED SOFTWARE WARRANTY.** So long as Customer renders payment (annually) for the mandatory software maintenance program, Hillrom warrants that the Licensed Software shall perform substantially in accordance with the published specifications and documentation. Hillrom’s obligations under this warranty are expressly limited to replacing or correcting, at its option, any Licensed Software that, in the reasonable discretion of Hillrom, is found to be non-conforming.
3. **SERVICES WARRANTY.** Hillrom warrants that the Services provided hereunder shall be performed in a professional manner in accordance with industry standards. If Hillrom receives notice of defects in the Services within the applicable warranty period, Hillrom shall re-perform said Services.
4. **DISCLAIMER OF WARRANTY. THE WARRANTIES SET FORTH HEREIN CONSTITUTE THE SOLE WARRANTIES PROVIDED TO CUSTOMER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HILLROM DOES NOT WARRANT THAT THE PRODUCT, INCLUDNG THE LICENSED SOFTWARE, WILL BE ERROR- FREE OR UNINTERRUPTED. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY ADDITIONAL WARRANTIES.**
5. **SOFTWARE MAINTENANCE PROGRAM**. The software maintenance program is mandatory for Licensed Software and extends to supported versions of the Licensed Software only. The program commences upon the date of shipment of the Licensed Software and continues for an initial period of eighteen (18) months. Thereafter the program must be renewed on an annual basis. The program provides Minor Releases, Major Releases and remote technical assistance.
	1. **Remote Technical Assistance**.. Customer’s designated representative must notify Hillrom’s technical support center upon discovery of any issue or concern with the Licensed Software and describe the issue or concern with adequate specificity to ensure Hillrom can identify and verify same.  A Hillrom technical support representative will access Customer’s network remotely using a highly secure encrypted tool (“Remote Access Tool”) to verify the issue. Customer acknowledges and agrees that Hillrom will utilize the Remote Access Tool to remotely access and monitor Customer’s network to provide support Services.
	2. **Fees and Renewal**. Software maintenance program fees are due and payable annually in advance. In the event Customer fails to make payment as required, Hillrom will not provide software maintenance, including remote technical assistance. If Customer subsequently seeks to re-enroll in the program, Customer must pay a reinstatement fee in addition to the then-current annual program fee. Hillrom may increase fees for each annual period of the program upon written notice to Customer at least thirty (30) days prior to the program renewal date.
6. **optional EXTENDED ServiceS Agreement.** Upon the expiration of the appliable warranty period,Customer may purchase an optional extended Services agreement (“ESA”). The ESA extends the initial warranty coverage for certain Hillrom Provided Components and offers additional on-site labor for both the Hillrom Provided Components and Licensed Software.
7. **SERVICES Exclusions**. Any Services provided outside of the explicit scope of those described herein are billable at Hillrom’s then-current fees with a four- (4-) hour minimum. Such fees are inclusive of travel and expenses.
8. **DOCUMENTATION.** Hillrom will provide Customer with copies of Hillrom’s applicable, then-current documentation, either electronically or in hard copy.