**TERMS AND CONDITIONS**

**(“Agreement”)**

This End User 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 (“Hill-Rom”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“End User”) and sets forth the Terms and Conditions below which govern End User’s purchase and use of the Hill-Rom Care Communication (“CC”) Products specified herein.

**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. Hill-Rom 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.

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

**“Product(s)”** means the **Voalte Nurse Call** product referenced on the Proposal sold and licensed to Customer under this Agreement.

**“Licensed Software”** means the Hill-Rom proprietary software (including updates thereto) licensed for use with the Product.All other software used with Products shall be termed “**Third Party Programs**.”

**“Hill-Rom Provided Software”** means the Licensed Software and Third Party Programs provided by Hill-Rom solely for use with Products.

 **“Proposal”** means the agreement executed by Customer and Hill-Rom which incorporates by reference these Terms and Conditions 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 Hill-Rom 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 other Third Party Programs. 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 Hill-Rom. Unless waived by Hill-Rom 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 Hill-Rom for any and all costs and expenses (including without limitation reasonable attorneys’ fees) incurred by Hill-Rom 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 Hill-Rom to Customer may not reflect the net cost to the Customer. Customer shall make written request to Hill-Rom in the event Customer requires additional information in order to meet applicable reporting or disclosure obligations. Hill-Rom shall retain a security interest in the Product until Hill-Rom has received full payment including taxes. Customer agrees to sign and deliver to Hill-Rom any additional documents required by Hill-Rom 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 Hill-Rom unless Hill-Rom explicitly agrees to such delivery date in a writing signed by an authorized representative of Hill-Rom. Customer may request to reschedule a scheduled delivery date to a later date by providing Hill-Rom 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 Hill-Rom a rescheduling fee of 15% of the net price for the affected products. If Customer refuses to accept a delivery without having provided Hill-Rom with a written request to reschedule at least fourteen (14) days in advance, Customer agrees to pay Hill-Rom a rescheduling fee of 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 Hill-Rom 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 Hill-Rom in a writing signed by an authorized representative of Hill-Rom, Hill-Rom 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, Hill-Rom grants end user a personal, non-exclusive, non-transferable, limited license (or sublicense in the case of Third Party Programs) to use the Hill-Rom Provided Software in object code form at the designated health care facility solely for use with the Products. Hill-Rom or its designee may audit end user’s use of the Hill-Rom Provided Software for compliance with these terms at any time, upon reasonable advance notice. Hill-Rom and its third party licensors retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Hill-Rom Provided Software (and any updates thereto), and all copies thereof. The Hill-Rom Provided Software is licensed not sold. The license rights herein shall not be sub-licensed.

**NaviCare Bed Data Interface – Additional License Terms and Conditions**

NaviCare Bed Data Interface is Licensed Software Customer may elect to purchase for use with NaviCare Nurse Call, as set forth on the Proposal. The Licensed Software may output data and other signals which are generated by Customer’s Hill-Rom beds, (collectively, “Bed Data”). Use of such Bed Data shall be defined by the following additional license terms:  Hill-Rom grants Customer a personal, non-exclusive, non-transferable, limited license  for communicating Bed Data, from Customer’s Hill-Rom beds at Customer’s facility to the Customer’s electronic medical record via the Licensed Software, storing the Bed Data in the electronic medical record, displaying on a monitor the value of each piece of the Bed Data along with an identification of which Hill-Rom bed originated which Bed Data pieces (and/or along with an identification of the patients and caregivers corresponding thereto and/or along with other medical device data in the Customer’s electronic medical record), and generating alarms, pages or nurse calls to Customer’s personnel therefrom.  All other uses are non-licensed including without limitation using the Licensed Software or Bed Data with beds other than Hill-Rom beds; using the Licensed Software or Bed Data to control bed movement or bed actuators, sensors, or sensor systems, or display data on a bed**;** connecting the Licensed Software to more than the number of Hill-Rom® Beds for which Customer has paid the corresponding Hill-Rom license fee; using the Licensed Software and/or the Bed Data in conjunction with third party devices or third party software to create or carry out features or functions falling outside of the uses explicitly permitted herein.  Hill-Rom reserves all rights not expressly granted to Customer.  This Agreement does not convey to any third party any license or right in or to the Licensed Software, the Bed Data, or the data provided by the Licensed Software, or any patent rights or other intellectual property rights, implicitly, by estoppel or otherwise.  Except for Customer’s limited right of use of the Bed Data according to the terms of this Agreement, this Agreement does not convey any other license or right in or to the Bed Data, or any associated patent rights or other intellectual property rights, implicitly, by estoppel or otherwise, to Customer. Customer shall be solely responsible for errors, issues, or losses caused by software or hardware not licensed or sold by Hill-Rom to Customer, including without limitation Customer’s electronic medical records system and components thereof, and Customer’s interface engine.

**Open Source Software.** The Products may include open source software (i) for which Hill-Rom 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 (“GPL”) or the GNU Lesser General Public License (“LGPL”). Any source code, attributions or terms for such open source technology are provided in the documentation and/or in user files (which are identified in the documentation) within the Licensed Software program. End user’s rights and remedies under this Agreement with respect to such Open Source Software shall apply, but only for end user’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/end user shall not: (a) share, install or use the Hill-Rom Provided Software, concurrently on different computers or servers; (b)alter, merge, modify, adapt or translate or otherwise create derivative works based upon the Hill-Rom Provided Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Hill-Rom Provided Software to a human-readable form; (c)   resell, assign, rent, lease, sublicense, deliver or otherwise transfer, distribute or dispose of the Hill-Rom Provided Software; (d) use or allow others to use any of the Hill-Rom Provided Software as a service bureau or under any outsourcing arrangement for any third party;  (e) export the Hill-Rom Provided Software into any country prohibited by the United States Export Administration Act and the regulations there under; (f) copy or duplicate the Hill-Rom 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/end user of the terms herein may at the option of Hill-Rom 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 Hill-Rom 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 the Customer to receive Services and software maintenance in the form of Major Releases and Minor Releases to the Licensed Software as is described in the attached Limited Warranty, Software, Parts and Labor Service Contracts document. Services related to the installation or configuration of any updates to the Licensed Software will be made available at the then current services rates.

**Authorized Reseller.** Hill-Rom is an authorized reseller of certain third party equipment and Third Party Programs which may comprise the Product. Any such Product purchase is subject to the terms and conditions set forth in certain pass-through provisions or end user agreements from the applicable third party manufacturer or licensor. Suppliers of such products shall be deemed third-party beneficiaries of, and entitled to enforce the applicable provisions of this Agreement.

**Limited Warranty.** THE WARRANTIES SET FORTH HEREIN CONSTITUTE THE SOLE WARRANTIES PROVIDED TO CUSTOMER AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. NO EMPLOYEE OR REPRESENTATIVE OF HILL-ROM IS AUTHORIZED TO CHANGE THESE WARRANTIES IN ANY WAY OR GRANT ANY OTHER OR ADDITIONAL WARRANTY.

**Limitation Of Remedies & Damages.** Hill-Rom’s total liability to Customer/end user and Customer/end user 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 Hill-Rom during the twelve (12) month period preceding the event giving rise to the action. HILL-ROM 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.Hill-Rom 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 Hill-Rom or a Hill-Rom authorized representative or (ii) breach of this Agreem**e**nt by Hill-Rom or a Hill-Rom authorized representative, except to the extent attributable to the negligence or wrongful conduct of Customer. Customer/end user shall indemnify, defend and hold Hill-Rom harmless from and against any and all Liabilities arising out of (i) installation of the Product by a person other than a Hill-Rom authorized representative, (ii) breach of this Agreement by the Customer or a person other than a Hill-Rom authorized representative, (iii) Customer/end user’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 Hill-Rom, or (iv) third party claims based upon Customer’s use of the Product with its third party users.

**Infringement Indemnification.** Hill-Rom 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 Hill-Rom Provided Components manufactured by Hill-Rom violates a claim under copyright or trade secrets. If, however, the Licensed Software or Hill-Rom Provided Components manufactured by Hill-Rom, 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 Hill-Rom Provided Components manufactured by Hill-Rom, Hill-Rom shall, at its sole discretion, (i) replace the infringing Licensed Software or Hill-Rom Provided Components with appropriate non-infringing software or hardware; (ii) procure the right to continue the use of the infringing Licensed Software or Hill-Rom Provided Components; or (iii) terminate this Agreement and refund to the end user the remaining useful life of the affected Licensed Software or Hill-Rom 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/end user shall provide prompt notice of such claim, and Customer/end user shall cooperate fully in the defense of such claim. The obligation to indemnify, defend and hold Customer/end user harmless shall not apply to the extent the violation (a) is caused by Customer/end user’s unauthorized modification of the Licensed Software, Hill-Rom Provided Components, or accompanying documentation, (b) is based upon the use of the Licensed Software or Hill-Rom Provided Components in combination with any software program or equipment, or any part thereof, not furnished or recommended in writing by Hill-Rom, or (c) is based upon the use of the applicable Licensed Software or Hill-Rom Provided Components in a manner or environment, or for any purpose, for which Hill-Rom did not design or license it. To the fullest extent permitted by law, Hill-Rom’s performance of its obligations under this provision shall be Customer/end user’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.** Hill-Rom reserves the right to retire any Product due to technological obsolescence or third party licensing or distribution restrictions. Hill-Rom may also discontinue the licensing, sale or support for any Product within its sole discretion. Unless otherwise stated herein, Hill-Rom will use commercially reasonable efforts to provide Customer with eighteen (18) months’ notice of any product retirement. Hill-Rom 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 Hill-Rom but without support, at its own risk, and with no liability or obligation on the part of Hill-Rom respecting claims that may arise by reason of use of the discontinued version. Hill-Rom 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 Hill-Rom 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 Hill-Rom Provided Software is returned to Hill-Rom; whichever occurs first. Notwithstanding, patient information and Hill-Rom 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, Hill-Rom 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 Hill-Rom 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’ notice, unless such material breach is cured within the notice period. Notwithstanding, Hill-Rom may terminate this Agreement without notice and effective immediately in the event Customer/end user a) attempts to transfer, copy, disclose, decompile or reverse engineer or distribute the Hill-Rom 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 Hill-Rom 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, Hill-Rom shall be relieved of the obligation of further performance with respect to the Hill-Rom 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 Hill-Rom’s breach of a material term of this Agreement, Hill-Rom 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**

Hill-Rom Provided Components may be returned within twelve (12) months from date of shipment, provided the components are returned in the manufacturer’s original, unopened and unmarked packaging (“as-shipped” condition), with the following exceptions: there are no returns on third party software or licenses, or on custom-made items. Servers must be returned within thirty (30) days of shipment.

**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, these Terms and Conditions 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 Hill-Rom, unless explicitly agreed to in writing by an authorized representative of Hill-Rom 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 these Terms and Conditions, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order. Notwithstanding, Hill-Rom’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 and end user (in the event they are not the same entity) to the terms of this Agreement. Should an end user breach any term of this Agreement, Hill-Rom may exercise its rights under the Termination provision against Customer and end user.

**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.** Hill-Rom 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 these Terms and Conditions 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. When Products are licensed for use outside of the United States the substantive law of the state of North Carolina shall apply. The United Nation Convention on the international sales of good 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 these Terms and Conditions 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.

**Business Associate Addendum.** Unless the parties have entered into a separate Business Associate Agreement, the Business Associate Addendum attached hereto shall apply to those circumstances where Hill-Rom is acting as a business associate (as such term is defined at 45 C.F.R. 160.103).

**Data Usage**. Hill-Rom collects and uses de-identified data (i.e., data that does not constitute PHI as that term is defined in the attached Business Associates Addendum) created by its products (“Data”) to test, improve and develop Hill-Rom’s products and to improve Hill-Rom’s services. Customer grants Hill-Rom a non-exclusive, royalty-free right and license to access, collect, de-identify, and use the Data for such purposes. To the extent that any Data collected from Customer for these purposes constitutes PHI, Hill-Rom will remove personal identifiers and other data elements necessary such that the Data is not PHI before any further use of the Data.

**EXHIBIT a**

**Voalte® Nurse Call**

**Limited Warranty, Software, Parts and Labor Service Contracts**

1. **HILL-ROM PROVIDED COMPONENTS.** Hill-Rom warrants that the Hill-Rom Provided Components will perform substantially in accordance with the published specifications and Product 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 Period is eighteen (18) months from the date of shipment for servers, monitors, bed connectors, pillow speakers, POE switches, call cords, cabling, LCDs and any other Hill-Rom Provided Components (except CenTrak Equipment) other than those otherwise set forth in this paragraph. The 18 month Warranty Period effectively provides Customer with a twelve (12) month warranty period plus a maximum six (6) month allowance for implementation or construction. Upon expiration of the 18 months, Customer may purchase the optional ESA program described below. For all consumable products such as badge batteries the Warranty Period is ninety (90) days from the date of shipment. For audio devices (excluding LCDs), dome lights, RCBs, RLRs and call switches the Warranty Period is five (5) years from the date of shipment, however, this warranty is limited to coverage only for manufacturer’s defects.
	2. **Repair/Replacement.** Hill-Rom’s warranty obligations are expressly limited to repairing or replacing, within the Warranty Period, those warranted Hill-Rom Provided Components that, in the reasonable discretion of Hill-Rom, are found to be non-conforming. Where necessary, labor associated with repair or replacement of warranted Hill-Rom Provided Components is also provided for a period of up to eighteen (18) months following the date of shipment of the applicable Hill-Rom Provided Components. The stated labor period may be extended with the purchase of Hill-Rom’s optional ESA program, below. Hill-Rom Provided Components that do not materially conform to Product documentation must be returned to Hill-Rom immediately. Customer must contact Hill-Rom Technical Support at 800-445-3720 and request a return material authorization (“RMA”) number, in order to initiate a return.
	3. **Warranty Exclusions.** Hill-Rom will not provide any warranty services with respect to the following:
2. Electrical work external to the Product;
3. Batteries (except original Hill-Rom UPS battery), badges, cables, wire, connectors, light bulbs, keyboards and mouse;
4. Third Party Programs;
5. Customer supplied products;
6. Customer set up or alterations of Products by Customer or by others not authorized by Hill-Rom, without prior written consent of Hill-Rom;
7. Significant reconfiguration of Products by anyone not authorized by Hill-Rom;
8. Services for any Product with missing or altered serial numbers;
9. Charges from any party for warranty services provided at the request of Customer that are not covered by an agreement between such party and Hill-Rom or that are not authorized in advance in writing by Hill-Rom;
10. Charges from any party that made modifications to the Product without the advance written approval of Hill-Rom;
11. Repair of damage or impaired functionality caused by:
	* 1. Customer’s failure to purchase software maintenance;
		2. Neglect, misuse or improper use, management or supervision of the Product, including but not limited to the use of improper supplies and accessories with the components;
		3. Any causes external to the Product that adversely affect the operability or serviceability of the Product including, but not limited to fire, water, wind, lightning earthquake (or other acts of God) and the failure to provide adequate electrical power, air conditioning or humidity control;
		4. Use of the Product for purposes other than for which it was designed;
		5. Use of the Product with software other than the Hill-Rom Provided Software or with hardware other than the Hill-Rom Provided Components; or
		6. Unauthorized relocation of the Product by Customer prior to re-certification by Hill-Rom.

The warranty herein does not apply to Products that do not function in accordance with or conform to written specifications and/or documentation due to Customer supplied products. The Products shall not be considered non-conforming or otherwise defective due to functionality or inter-operability issues that arise by reason of Customer supplied products.

1. **SOFTWARE MAINTENANCE AGREEMENT (“SMA”) FOR LICENSED SOFTWARE.** The Voalte Nurse CallSMA program is a mandatory program for NPS Licensed Software and extends to Supported Versions of the Voalte Nurse Call Licensed Software only. The program commences initially upon the date of shipment of the applicable Voalte Nurse Call system and continues for the following eighteen (18) months during which period Hill-Rom warrants that the Hill-Rom Licensed Software shall perform substantially in accordance with the published specifications and Product documentation. Hill-Rom’s obligations under this warranty are expressly limited to replacing or correcting, at its option any Hill-Rom Licensed Software that, in the reasonable discretion of Hill-Rom, is found to be non-conforming.
2. **Continuation of the SMA**. Upon the expiration of the eighteen (18) months, the warranty shall expire and the SMA program must be renewed on an annual basis. The SMA program provides Minor Releases, Major Releases and remote technical assistance. Services related to the installation or configuration of Minor Releases shall be provided to Customer at the then current Services rate.
3. **Remote Technical Assistance**. Customer’s designated representative will notify Hill-Rom’s Technical Support Center upon discovery of any issue or concern with the Voalte Nurse Call system and will describe the issue or concern to Hill-Rom with adequate specificity to ensure Hill-Rom may identify and verify the issue or concern.  A Hill-Rom Technical Support Representative will access Customer’s Voalte Nurse Call system via remote access using a highly secure encrypted remote access  tool (hereinafter “Hill-Rom Remote Services or HRRS”), to verify the issue. Customer acknowledges and agrees that Hill-Rom will utilize a Hill-Rom Remote Services (HRRS) tool to remotely access and monitor Customer’s Voalte Nurse Call systems for installation, service and support of Voalte Nurse Call systems which may also include service and support of Voalte Nurse Call events, alarms and conditions through a highly secure encrypted HRRS connection.
4. **Participation, Fees, and Renewal**. SMA fees are due and payable annually in advance of the applicable support period. In the event Customer elects not to participate in the SMA program, Customer shall not be entitled to receive SMA services or remote technical assistance. Customers who fail to participate and who subsequently seek to enroll in the SMA program, shall pay a Reinstatement Fee in addition to the annual software maintenance fee for the year of participation. Prices are firm until the end of the existing annual term unless modifications (moves, additions, changes) are made to the system, in which case system coverage will be evaluated and new pricing will be assessed. These fees are subject to annual increases not to exceed five percent (5%) per annum. Notwithstanding the previous sentence, at such time as Customer installs a Major Release any terms and conditions of the then current SMA program are subject to change based upon Hill-Rom’s then current program offerings, including but not limited to purchase price, hours of coverage, and exclusions. For the purposes of this section, Reinstatement Fee means the cumulative maintenance and support fee including interest which Customer would have paid had its participation in the software maintenance program continued uninterrupted.

# SERVICES. Hill-Rom warrants that the Services, provided hereunder, shall be performed in a professional manner, in accordance with industry standards. If Hill-Rom receives notice of defects in the Services within the Warranty Period, Hill-Rom shall re-perform said Services.

1. **optional Parts AND LABOR PROGRAM - EXTENDED Service Agreement (“ESA”).** Eighteen months after the date of shipment of the applicable Voalte Nurse Call system, Customer may purchase an optional Extended Services Agreement (“ESA”). The ESA program applies to certain Hill-Rom Provided Components, and offers additional on-site labor for both the Licensed Software and certain Hill-Rom Provided Components. Contact your Hill-Rom representative for additional details of current ESA proposals and terms.
2. **Limitations and Exclusions**. Any goods or Services provided outside of the explicit scope of those set forth in this Exhibit are billable at Hill-Rom’s current fee for Service rates with a four (4) hour minimum. Such rates are inclusive of travel and expenses. The warranties stated herein are not transferable and apply only to Hill-Rom Provided Components and Licensed Software installed by Hill-Rom or an authorized Hill-Rom representative.

**THE WARRANTIES STATED ABOVE IN SECTIONS I AND II ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HILL-ROM DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT OR THE SERVICES PROVIDED HEREUNDER WILL BE ERROR FREE OR UNINTERRUPTED. HILL-ROM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING LOST REVENUES AND LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES**.

**HILL-ROM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO CENTRAK EQUIPMENT OR CENTRAK SOFTWARE (SET FORTH AT EXHBIT B). HILL-ROM DOES NOT WARRANT THAT THE CENTRAK EQUIPMENT OR CENTRAK SOFTWARE WILL PERFORM ERROR FREE OR UNINTERRUPTED. HILL-ROM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING LOST REVENUES AND LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

**Exhibit B applies only if the Proposal reflects a purchase of the Enhanced Staff Locating module, made available with Voalte Nurse Call. This exhibit may be disregarded if Customer is not purchasing Enhanced Staff Locating.**

Certain Third Party Programs and equipment incorporated in or used with the Product may be subject to the terms and conditions set forth in pass-through provisions or end user license agreements from the third party suppliers of such products. CenTrak, Inc. is the manufacturer of the Enhanced Staff Locating component of the Voalte Nurse Call system. Customer’s use of the CenTrak Equipment and CenTrak Software are subject to the End User License Agreement, warranty and limitations, and mandatory software maintenance pass through provisions set forth here at Exhibit B. Exhibit B shall be incorporated into the Agreement, if Customer purchases the Enhanced Staff Locating feature.

**EXHIBIT B**

**PASS-THROUGH PROVISIONS
Centrak End user LIcense Agreement & Warranty**

THIS END USER LICENSE AGREEMENT (“EULA”) sets forth the respective rights and responsibilities as between End User and CenTrak, Inc., a Delaware corporation (“CenTrak”), relative to the CenTrak Software.

**RECITALS**

A. CenTrak Inc. (“CenTrak”) develops and markets wireless products and networks, including software and hardware, based on radio frequency identification (“RFID”) tags to help individuals and organizations keep track of people, activities, and or physical assets.

B. Hill-Rom Company, Inc., an authorized reseller of CenTrak (“Reseller”), sold the CenTrak Equipment and CenTrak Software to End User solely for use with the **Voalte Nurse Call** product.

**1. IMPORTANT NOTICE.** THIS IS AN END USER AGREEMENT FOR THE CENTRAK SOFTWARE. THIS AGREEMENT IS BINDING UPON END USER.

**2. Definitions.**

2.1 “CenTrak Documentation” means the user and operations manuals, guides and related materials provided to End User to facilitate use of the CenTrak Products.

2.2 “CenTrak Equipment” means CenTrak’s hardware and other tangible products, such as Stars, Monitors, Tags and accessories such as attachments and batteries, sold by Reseller to End User.

2.3 “CenTrak Products” means CenTrak Software and CenTrak Equipment licensed or sold, as applicable, by CenTrak currently or in the future.

2.4 “End User” is the customer which procured the CenTrak Product from Reseller and is using it in its site(s).

2.5 “EULA” shall have the meaning set forth in the introductory paragraph above.

2.6 “CenTrak Software” means the object code form of computer programs and CenTrak Documentation relating to such computer programs developed by CenTrak or its suppliers to be used on servers or within CenTrak Equipment where data related to the CenTrak Product is passed to application software or is aggregated. CenTrak Software includes (a) computer programs used to create and manage the network for the CenTrak Equipment, interface with all the components of the CenTrak Equipment, manage and compute location information, monitor system health monitoring and provide other functionality, (b) computer programs used on the CenTrak server embedded in a separate medium (such as CD) for use separate from or in conjunction with the CenTrak Equipment, (c) computer programs used in the server that are downloaded from CenTrak, and (d) CenTrak Documentation related to the CenTrak Software.

2.7 “Term” has the meaning set forth in Section 5.1 below.

**3. Software License and Restrictions.**

3.1 License. Subject to the terms and conditions of this EULA, and End User’s performance under the terms and conditions of its agreement with Reseller, CenTrak grants End User a non-exclusive, non-transferable, license to use the CenTrak Software for End User’s internal purposes, solely for use with CenTrak Products sold or licensed hereunder.

3.2 Usage. Use of the CenTrak Software with software applications other than the **Voalte Nurse Call** product referenced in the End User’s agreement with Reseller, will require the End User to purchase and sign a separate license directly with CenTrak. End User will ensure that CenTrak will have remote access to the CenTrak Software and the configuration files and data logs it produces for various purposes including performance evaluation, maintenance, and software improvements.

3.3 No Distribution. End User may not, directly or indirectly, relocate, move, license, timeshare, loan, lease or otherwise distribute (through a third party service bureau or otherwise) the CenTrak Products or any copies of the CenTrak Software.

3.4 Ownership. All rights, title and interest in and to, and ownership of, the CenTrak Software and the continuous monitoring data received by the Global Monitoring System as described in the section “Mandatory Software Maintenance” (“Maintenance Data”) and any modifications and derivative works thereof, whether created by CenTrak, End User or a third party, will remain at all times solely and exclusively with CenTrak. Maintenance Data does not include information proprietary to End User such as personal locating information. Nothing in this EULA will be construed to grant End User any rights of any kind with respect to any portion of the CenTrak Software except as expressly set forth in this EULA. For the sake of clarity, notwithstanding anything to the contrary herein, End User shall not be permitted to modify or create derivative works of the CenTrak Software.

3.5. Trade Secrets. End User agrees that the CenTrak Products are the sole property of CenTrak and includes valuable trade secrets of CenTrak. End User agrees to treat CenTrak Software as the Confidential Information (as defined in Section 6 below) of CenTrak and will not without the express written authorization of CenTrak: (i) demonstrate, sell, lend, duplicate, market or distribute CenTrak Products to any third party without the written authorization of CenTrak; (ii) publish or otherwise disclose information relating to performance of the CenTrak Products to any third party; or (iii) permit examination of the CenTrak Products by End User employees, contractors or consultants who either do not have a need to do so for the sole purpose of assisting End User with the exercise of its rights under this Agreement or are not subject to confidentiality and intellectual property restrictions with respect to CenTrak Products substantially similar to those in this Agreement.

3.6 Reverse Engineering and Other Restrictions. End User will not, and will not allow any third party to tamper with, modify, decompile, disassemble, derive the source code or otherwise reverse engineer or attempt to obtain the source code or internal design of the CenTrak Products for any purpose whatsoever (collectively, “Restricted Acts”). If applicable law permits End User to take any of the Restricted Acts notwithstanding the previous prohibition, and End User wishes to take any Restricted Act notwithstanding the previous prohibition, End User will first provide CenTrak with thirty (30) days prior written notice. CenTrak may terminate this EULA at any time during such notice period without liability arising from such termination. Upon termination, End User will immediately return all copies and embodiments of the CenTrak Software to CenTrak and cease using the CenTrak Software.

3.7 Proprietary Notices. End User agrees to maintain, not remove or destroy, and reproduce on all copies of the CenTrak Products, any names, logos, copyright notices, trademarks, other proprietary markings and confidential legends that appear on the CenTrak Products.

 3.8 Control of Duplication. End User will not, nor will it allow any third party to, circumvent the protection controlling the duplication or use of the CenTrak Software, for example and without limitation, the software lock controlling the number of copies End User may make of the CenTrak Software.

* 1. No Source Code. End User acknowledges and agrees that its rights under this EULA do not include rights to source code. In its exercise of the rights granted under this EULA, End User agrees not to take any action that would result in any requirement to disclose or make available to other parties the CenTrak Software in source code format.

3.10 Audit. Upon thirty (30) days written notice to End User, and at mutually agreeable times, CenTrak shall have the right to examine End User’s premises, books and records, during End User’s normal business hours, for End User’s compliance with the restrictions and obligations in this EULA. Such audits will not occur more frequently than once per calendar year. If CenTrak determines that End User has used the CenTrak Software in violation of this EULA, End User shall immediately cease such violating use, reimburse CenTrak for the costs of such audit, and pay CenTrak any additional fees for the excess use according to CenTrak’s then-current CenTrak price list and policies.

3.11 Title to CenTrak Software. Title to CenTrak Software remains with CenTrak or its supplier. With respect to CenTrak Software, the word “purchase” or similar or derivative words as used herein are understood to mean “license.”

3.12 License Fees. License fees for the CenTrak Software are included in the price paid by End User to Reseller.

**4.0** **No Warranty, Indemnification or Support.** CENTRAK PROVIDES NO WARRANTY OR SUPPORT (EXCEPT AS PROVIDED FOR IN THE “CENTRAK WARRANTY AND DISCLAIMER” OR PROVIDED FOR UNDER SOFTWARE MAINTENANCE), OR (ii) INDEMNIFICATION TO END USER, EXPRESS OR IMPLIED, AND WHETHER THROUGH COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, AND THE CENTRAK PRODUCT IS DELIVERED “AS IS”. EXCEPT AS DESCRIBED IN THE WARRANTY CHART, CENTRAK DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Neither CenTrak nor its licensors represent or warrant that the CENTRAK Products are without defect or error.

**5.** **Term and Termination**

5.1 Term. This EULA commences on the Effective Date and continues unless terminated earlier in accordance with the terms hereof.

5.2 Termination for Cause. CenTrak may terminate this EULA if End User materially breaches this EULA and fails to cure such breach within thirty (30) days of written notice of such breach by CenTrak.

5.3 Effect of Termination. Upon the termination of this EULA for any reason, all rights, licenses, privileges and obligations granted or received by End User under this EULA will immediately cease and terminate.

6. **Confidential Information**. End User will diligently preserve the confidential information and intellectual property of CenTrak, including but not limited to, information about the CenTrak Products, such as performance, method of use, installation process, pricing and all such information that is designated as confidential or that by its nature would reasonably be expected to be kept confidential (“Confidential Information”) and will exercise at least such care as End User employs to preserve the confidentiality of its own Confidential Information, but not less than reasonable care. End User may not disclose any Confidential Information of CenTrak to any third party or use it for any purpose other than in connection with this EULA. Confidential Information does not include information that (a) was known to End User without restriction prior to the receipt of the Confidential Information from CenTrak; (b) is received by End User without restriction independently of CenTrak; (c) was generally known to the public prior to disclosure to the End User; or (d) becomes generally known to the public through no fault of End User. Confidential Information includes without limitation the CenTrak Software and CenTrak Documentation. Upon termination of this EULA, End User shall return all CenTrak Confidential Information to CenTrak or shall destroy such information and confirm such destruction to CenTrak with a written certification of an authorized officer of End User within fifteen (15) days of such termination.

**7. Limitation of Liability**

EXCEPT AS STATED HEREIN OR IN A SEPARATE SOFTWARE MAINENANCE AGREEMENT, IN NO EVENT WILL CENTRAK HAVE ANY LIABILITY TO END USER OR ANY THIRD PARTY FOR ANY DAMAGES OR ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT THE TOTAL LIABILITY, IF ANY, OF CENTRAK FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE CENTRAK PRODUCT IS LIMITED TO THE PRICE PAID TO RESELLER FOR THE CENTRAK PRODUCTS.

IN NO EVENT WILL CENTRAK BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF CENTRAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Miscellaneous.**

8.1 Amendments. This EULA may be amended, supplemented or modified only by written agreement executed by CenTrak and End User.

8.2 Binding Effect; Assignment. This EULA will be binding upon, and inure to the benefit of, End User’s and CenTrak’s respective permitted successors and permitted assigns; provided that neither this EULA nor any of End User’s rights, privileges, duties or obligations under this EULA may be assigned, sublicensed, sold, mortgaged, pledged or otherwise transferred or encumbered by End User without the prior written consent of CenTrak, including without limitation by merger, acquisition, sale of stock or assets, or otherwise by operation of law. Notwithstanding anything to the contrary herein, CenTrak may assign this EULA without End User’s consent to (i) any parent, affiliate, subsidiary, division or to any successor to its business without consent of End User; or (ii) an acquirer of substantially all of the assets of that portion of the CenTrak’s business to which this EULA applies.

8.3 Notices. Any written notice required by this EULA will be deemed made (a) when delivered by personal service, (b) when sent by facsimile transmission (with transmission confirmation received) and confirmed immediately in writing by a copy sent by recognized international overnight courier service (such as FedEx), (c) one (1) business day after being sent by recognized international overnight courier service (such as FedEx), or (d) when received, if sent by certified or registered mail, postage prepaid, return receipt requested.

Any such notice given to CenTrak shall be sent to the following addresses:

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| --- |
| CenTrak5 Caufield PlaceNewtown, PA 18940Attn: Legal DepartmentTel: 215-860-2928e-mail: legal@centrak.com  |

Any such notice given to End User shall be sent to any of End User’s addresses on file with Reseller.

By giving to the other party written notice thereof, the parties hereto and their respective permitted successors and assigns will have the right from time to time and at any time during the Term of this EULA to change by written notice their respective addressee or address for notices.

8.4 Applicable Law. The validity of this EULA 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, or where applicable, of the Canadian province, in which the CenTrak Product is licensed for use. Where the CenTrak Product is licensed for use outside of the United States or Canada, the substantive law of the state of North Carolina shall apply.

8.5 Export Control; Government Use. End User will not export or re-export the CenTrak Products, including any technical data, except as authorized and permitted by, and in compliance with, the laws and regulations, including but not limited to all export and re-export laws and regulations, of the United States.

End User will ensure that whenever the CenTrak Products are provided to the government of the United States of America, any agency thereof or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the government of the United States of America such transaction is governed by a written agreement that provides that the CenTrak Software is provided with RESTRICTED RIGHTS and that use, duplication, or disclosure by the Government is subject to restrictions as set forth in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), or the similar acquisition regulations of other applicable U.S. Government organizations, as applicable

8.6 Severability. If any provision of this EULA is invalid or unenforceable in any circumstances, it will be interpreted as much as possible to reflect the intent of the parties, and its application in any other circumstances and the remaining provisions of this EULA will not be affected thereby.

8.7 Entire Agreement. This EULA constitutes the entire agreement and understanding of the parties relating to the subject matter thereof. This EULA supersedes all prior written and oral agreements and all other communications between End User and CenTrak regarding the subject matter hereof. No contradictory terms and conditions of any purchase order, invoice or other document issued by End User relating to the subject matter of this EULA shall be binding, unless agreed by the parties pursuant to Section 8.1 above.

8.8 Waiver of Breach. No waiver by a party of any breach of this EULA will constitute a waiver of any other breach of the same or other provisions of this EULA. No waiver by a party will be effective unless made in a record signed or otherwise authenticated by an authorized representative of such party.

8.9 Relationship of the Parties. The parties are independent contractors. Nothing in this EULA or in the activities contemplated by the parties will be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Neither party will have any responsibility nor liability for the actions of the other party except as expressly provided in this EULA. Neither party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other party. This EULA is made and entered into for the sole protection and benefit of CenTrak, its licensors and suppliers and End User, and no other person or entity shall be a direct or indirect beneficiary of or shall have any direct or indirect cause of action or claim arising from this EULA.

8.10 Headings. Any headings of sections herein are for convenience only and do not affect in any way the scope, intent or meaning of the provisions to which they refer.

8.11 Survival. Sections 3 through 7 will survive the expiration or earlier termination of this EULA.

8.12 Force Majeure. If the performance of this EULA, or of any of the obligations specified in this EULA (except for payment), is prevented, delayed, or restricted by reason of any act of God, act of war, or any other cause beyond the reasonable control of the affected party, the party so affected will be excused from performance for the duration of such cause, provided that the party so affected will use its best efforts to avoid or remove the cause of non-performance and will resume performance as soon as reasonably possible whenever such cause is removed.

**CENTRAK WARRANTY and DISCLAIMER**

**Equipment and Software:**

CenTrak is pleased to provide the five (5) year limited warranty as set forth in the Warranty Chart below, to the original purchaser of the CenTrak Product. This warranty is not transferable and applies only to CenTrak Equipment installed by a Reseller or an authorized CenTrak installer.

The following limited warranty sets out the entire obligation of CenTrak with respect to the CenTrak Equipment and CenTrak Software, therefore, replaces, supersedes and renders null and void any other Warranty related thereto.

CenTrak warrants that the CenTrak Equipment will perform substantially in accordance with the published specifications and CenTrak Documentation and be free from defects in material and workmanship from the date of shipment to End User for duration of the Warranty Period set forth in the warranty chart attached hereto. Please note that references to “12/18” means that the Warranty Period for that particular item is twelve (12) months from certification or eighteen (18) months from the date of shipment (whichever comes first). CenTrak’s obligations under this warranty are expressly limited to repairing or replacing, at its option within the Warranty Period, any CenTrak Equipment that, in the reasonable discretion of CenTrak, is found to be defective. CenTrak Equipment that does not materially conform to CenTrak Documentation must be returned pursuant to CenTrak’s warranty return policy.

So long as End User renders payment (annually) for the mandatory software maintenance, CenTrak warrants that the CenTrak Software shall perform substantially in accordance with the published specifications and CenTrak Documentation. CenTrak’s obligations under this warranty are expressly limited to replacing or correcting, at its option any CenTrak Software that, in the reasonable discretion of CenTrak, are found to be non-conforming.

**THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENTRAK DOES NOT WARRANT THAT THE OPERATION OF THE CenTrak Product WILL BE ERROR FREE OR UNINTERRUPTED. CENTRAK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING LOST REVENUES AND LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

**Limitation. The CenTrak Limited Warranty does not apply to CenTrak Products that do not function in accordance with or conform to written specifications and/or CenTrak documentation due to End User Supplied Products. CenTrak Products shall not be considered non-conforming or otherwise defective due to functionality or inter-operability issues that arise by reason of End User supplied Products that do not meet CenTrak specifications. CenTrak offers no warranty for software (Including Third Party Programs), computer hardware, devices, wired or wireless network infrastructure, equipment or components that are not acquired from CenTrak. Warranty Service under any applicable initial warranty or extended service / software maintenance plan is not available for software, computer hardware, devices, equipment or components that are not acquired from CenTrak.**

**Exclusions**. CenTrak’s obligation shall not apply to (i) defects in the CenTrak Products that are the result of improper storage or use (including, without limitation,(A) operation of the CenTrak Products outside the environmental, hardware or software parameters defined in the documentation, and (B) failure to install properly all releases made available by CenTrak with respect to the CenTrak Software and all updates recommended by CenTrak and/or manufacturer, as applicable, with respect to any third party software or hardware products (including but not limited to operating system software) that materially affect the performance of the CenTrak Products; (ii) CenTrak Products for which installation, commissioning, use or maintenance has not been performed by CenTrak certified technicians, whom can be certified with CenTrak’s web based training and certification program, (iii) defects resulting from other hardware or software (including but not limited to operating systems, servers, networks, and third party software) not supplied by CenTrak, (iv) CenTrak Products, that due to no fault of CenTrak, have been subjected to any other kind of misuse or detrimental exposure not attributable to CenTrak, (v) CenTrak Products modified, altered, repaired, or relocated by any party other than CenTrak or CenTrak’s certified technician without CenTrak’s prior written consent, or (vi) the CenTrak Software not being used in a manner consistent with its intended use as set forth in the Documentation. Notwithstanding anything to the contrary herein, CenTrak does not warrant the uninterrupted or error free use of the CenTrak Software or that the CenTrak Products will operate with any hardware or software not specified in the documentation. In addition, CenTrak shall have no obligations to End User under this Agreement if End User (i) does not promptly notify CenTrak or Reseller of any product defect discovered within the warranty period or (ii) is in default of any material provision of this Agreement.

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| **Warranty Chart** Please refer to the Proposal for the applicable parts purchased.

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| **DESCRIPTION** | **WARRANTY** |
| STAR | 60 MONTHS |
| STAR - TIMING | 60 MONTHS |
| STAR - REPEATER | 60 MONTHS |
| CENTRAK ROOM MONITOR | 60 MONTHS |
| VIRTUAL WALL MONITOR (SINGLE) | 60 MONTHS |
| MONITOR DROP BOX | 12/18 MONTHS |
| **TAG - ASSETS** | **12/18 MONTHS** |
| TAG - PATIENT | 3 MONTHS |
| TAG – TEMPERATURE (NP) | 12/18 MONTHS |
| TAG – TEMPERATURE (P) | 12/18 MONTHS |
| TAG-TEMP PROBE -20C TO 50C | 12/18 MONTHS |
| TAG-TEMPERATURE PROBE THERMAL VIAL | 12/18 MONTHS |
| THERMAL VIAL HOLDER | 12/18 MONTHS |
| PROBE HOLDER FOR AIR TEMP | 12/18 MONTHS |
| TAG - STAFF | 12/18 MONTHS |
| TAG - ALERT | 12/18 MONTHS |
| TAG – HAND HYGIENE | 12/18 MONTHS |
| HYGIENE MONITOR (DIM) | 60 MONTHS |
| CENTRAK STAR-RCB CABLE - 18" | 3 MONTHS |
| STAR POWER ADAPTER | 12/18 MONTHS |
| CEILING TILE ATTACHMENT | 60 MONTHS |
| CENTRAK STAR-RCB CABLE - 18" | 3 MONTHS |
| MONITOR POWER ADAPTER | 12/18 MONTHS |
| MONITOR MOUNTING PLATE | 60 MONTHS |
| CEILING TILE ATTACHMENT | 60 MONTHS |
| LITHIUM BATT PACK FOR VW MONITOR | 3 MONTHS |
| CABLE - CAT3 RJ11 - 25 FOOT  | 3 MONTHS |
| IR REGENERATOR VW MONITOR | 12/18 MONTHS |
| CEILING ATTACHMENT-METAL 9/16 | 3 MONTHS |
| CEILING ATTACHMENT-METAL 15/16 | 3 MONTHS |
| CEILING ATTACHMENT-METAL 5/16 | 3 MONTHS |
| CABLE-VW & BATT PACK CONN (QTY 1) | 12/18 MONTHS |
| VW MONITOR IR BLOCKER- 4 INCH | 3 MONTHS |
| CABLE-VW & BATT PACK CONN (QTY 2) | 12/18 MONTHS |
| DIM BATTERY (CR123A) | 3 MONTHS |
| CEILING ATTACHMENT-VW- (1 INCH) | 3 MONTHS |
| CEILING ATTACHMENT-VW- (1/2 INCH) | 3 MONTHS |
| DOUBLE SIDED ADHESIVE | 12/18 MONTHS |
| SCREW ATTACHMENT-ADHESIVE PAD | 12/18 MONTHS |
| PATIENT WRIST STRAP | 3 MONTHS |
| CLIP WITH ADHESIVE PAD | 12/18 MONTHS |
| BATTERY DOOR OPENER TOOL  | 12/18 MONTHS |
| COIN CELL LITHIUM BATTERY | 3 MONTHS |
| BATTERY BACK COVER | 3 MONTHS |
| STAFF TAG LANYARD | 3 MONTHS |
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| **All batteries come with a 3 month warranty even if the batteries are provided as part of the above hardware or device.** |

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 **MANDATORY SOFTWARE MAINTENANCE**

**Maintenance Services.** End User is required to participate in the CenTrak Software maintenance program. So long as End User remains current on its payment of fees set forth herein, End User shall receive updates, upgrades, new releases, enhancements, and maintenance and patch releases to the CenTrak Software when such are made generally available to CenTrak End Users. Services related to the installation or configuration of updates to CenTrak Software shall be provided to End Users at the then current services rate.

**Telephone Support.** Telephone Support is provided 24 hours a day, 7 days a week. The Technical Support Center is staffed Monday through Friday (excluding public holidays) from 8:00 am to 8:00 pm Eastern Time, to respond to telephone and email problem calls. At all other times support services are available via a pager system.

**Installation Assistance.** End User will be provided with telephone assistance for the implementation or installation of CenTrak updates.

**Onsite Support.** Onsite support is available to End User at the current onsite support fee.

**Global Monitoring System (“GMS”).** The GMS receives continuous maintenance information from every component of the CenTrak RTLS, including every tag, every 10 minutes around the clock. This maintenance data is used to analyze the current and predict the future health of the system as a whole as well as each component. The GMS allows CenTrak to maintain the RTLS in a proactive rather than a reactive method. All of the maintenance services described herein are predicated upon End User providing internet access, one direction from the site to CenTrak remote server is sufficient, so that CenTrak’s GMS can be populated with sufficient information to monitor the system.

**Exclusions.** Any time incurred in diagnosing or fixing problems that are not caused by the CenTrak Software or are not covered by this Agreement are billable to the End User at then current rates, with a one-hour minimum per call. Any travel and expenses incurred in conjunction with out of scope maintenance and support shall be billed to End User at actual cost, provided all such travel and expenses shall be approved by End User in advance.

**Term.** End User’s participation in the CenTrak Software Maintenance Program is on an annual basis. End User will receive a proposal from Reseller within 90 days of the anniversary date of the commencement of maintenance services coverage, to renew its participation in the CenTrak Software Maintenance Program.

**Fees.** End User shall pay Reseller the annual fees set forth in the proposal for the software maintenance services provided hereunder. Failure to render annual maintenance and support fees may result in a reinstatement fee. The amount of the reinstatement fee shall be the cumulative maintenance fee End User would have paid had its participation in the software maintenance program continued uninterrupted.

**EXHIBIT C**

**BUSINESS ASSOCIATE ADDENDUM**

**WHEREAS**, Hill-Rom will perform certain services (the “Services”) to Customer (hereinafter referred to as “Covered Entity” under this Exhibit C) in connection with Hill-Rom’s license, sale and/or service of a Product as more particularly described in the Proposal. Such services may involve the disclosure by Covered Entity to Hill-Rom of certain data which may include Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 (“PHI”) ;

**WHEREAS**, Covered Entity is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. §§ 1320d *et seq*., as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as implemented by the privacy, security and breach notification regulations promulgated thereunder (the “Privacy Rule,” the “Security Rule,” and the “Breach Rule”);

**WHEREAS**, in performing the Services, Hill-Rom may function as a Business Associate and, therefore may be subject to certain requirements set forth in the HITECH Act and the Privacy, Security and Breach Rules that apply to Business Associates;

**WHEREAS**, to the extent that Hill-Rom is acting as a Business Associate to Covered Entity, the terms and conditions set forth in this Addendum govern the relationship between Hill-Rom and Covered Entity.

**NOW, THEREFORE**, the parties agree as follows:

1. Permitted Uses and Disclosures. Hill-Rom shall not use or disclose “PHI”, other than as permitted herein, or as Required by Law. Hill-Rom may use or disclose PHI as required to perform the Services under the Proposal and may further:
	1. Use PHI for its proper management and administration or to carry out its legal responsibilities.
	2. Disclose PHI for Hill-Rom’s proper management and administration or to carry out Hill-Rom’s legal responsibilities, provided that such disclosures are Required By Law, or Hill-Rom obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Hill-Rom of any instances of which it is aware in which the confidentiality of the information has been breached.
	3. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
2. Restrictions. Hill-Rom shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of the Privacy Rule if done by Covered Entity, except as otherwise permitted in Section 1 (Permitted Uses and Disclosures).
3. Safeguards. Hill-Rom shall comply with the applicable requirements of the Security Rule with respect to electronic PHI. Hill-Rom agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
4. Reporting. Subject to Section 5 (Breach of Unsecured PHI), Hill-Rom shall promptly report to Covered Entity (i) any use or disclosure of PHI not provided for by this Addendum of which Hill-Rom becomes aware; and (ii) any Security Incident of which Hill-Rom becomes aware.
5. Breach of Unsecured PHI. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412, Hill-Rom shall notify Covered Entity in writing without unreasonable delay and in no case later than thirty (30) calendar days upon discovery of a Breach of Unsecured PHI. Such notice must include, to the extent possible, the name of each Individual whose Unsecured PHI has been, or is reasonably believed by Hill-Rom to have been, accessed, acquired, or disclosed during such Breach. Hill-Rom shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notifications to Individuals under 45 C.F.R. § 164.404(c) at the time of Hill-Rom’s notification to Covered Entity or promptly thereafter as such information becomes available.
6. Subcontractors. To the extent that Hill-Rom uses one or more Subcontractors to perform its obligations under any agreement with Covered Entity and such Subcontractors create, receive, maintain or transmit PHI on behalf of Hill-Rom, Hill-Rom shall cause each such Subcontractor to agree to comply with the applicable provisions of the Security Rule and to agree to substantially the same restrictions and conditions that apply to Hill-Rom with respect to such PHI.
7. Access to PHI. Within a reasonable time after a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set maintained by Hill-Rom, Hill-Rom shall make available to Covered Entity such PHI so that Covered Entity can comply with 45 C.F.R. § 164.524. In the event that any Individual requests access to PHI contained in a Designated Record Set directly from Hill-Rom, Hill-Rom shall, as soon as practicable, forward such request to Covered Entity. Any denials of access to PHI shall be the responsibility of Covered Entity.
8. Amendment of PHI. Within a reasonable time after receipt of a written request from Covered Entity for the amendment of an Individual’s PHI contained in a Designated Record Set maintained by Hill-Rom (for so long as PHI is maintained in the Designated Record Set), Hill-Rom shall provide such information to Covered Entity for amendment and incorporate any amendments to such PHI in accordance with 45 C.F.R. § 164.526.
9. Accounting of Disclosures. Within a reasonable time after written notice by Covered Entity to Hill-Rom that Covered Entity has received a request for an accounting of disclosures of PHI, Hill-Rom shall make available to Covered Entity such information as is in Hill-Rom’s possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered to Hill-Rom, Hill-Rom shall, as soon as practicable, forward such request to Covered Entity. To the extent that Hill-Rom maintains an electronic health record, Hill-Rom shall comply with the requirements of HITECH Act § 13405(c) and any implementing regulations as of the effective date for such provision and any implementing regulations, as such may be revised from time to time.
10. No Performance of Privacy Rule Obligations of Covered Entity. The parties agree that Covered Entity has not delegated one or more of its obligations under the Privacy Rule to Hill-Rom.
11. Access by HHS. Hill-Rom shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Hill-Rom on behalf of, Covered Entity available to the Secretary of HHS for purposes of determining Covered Entity’s compliance with the Privacy Rule.
12. Minimum Necessary. Covered Entity and Hill-Rom agree to make reasonable efforts, to the extent practicable and except as permitted by 45 C.F.R. § 164.502(b)(2) (as such is amended from time to time), to limit its uses, disclosures, and requests of PHI under this Addendum to a Limited Data Set or, if needed by Covered Entity or Hill-Rom, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request. On the effective date of guidance or regulations issued by the Secretary of HHS in accordance with HITECH Act §§ 13405(b)(1)(B), this provision shall cease to apply and Covered Entity and Hill-Rom shall comply with such guidance in accordance with HITECH Act §§ 13405(b)(1)(C).
13. Covered Entity Obligations and Restrictions. Covered Entity shall not request that Hill-Rom use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule, or HITECH Act or its implementing regulations if done by Covered Entity. Covered Entity shall notify Hill-Rom of any changes or limitations regarding its notice of privacy practices issued under 45 C.F.R. § 164.520, its permission to use or disclose PHI, or other restrictions to which Covered Entity has agreed under 45 C.F.R. § 164.522, to the extent that any of these changes, limitations, or restrictions may affect Hill-Rom’s use or disclosure of PHI.
14. Term and Termination.
	1. Subject to Section 15 (Return or Destruction of PHI), the term of this Addendum shall commence as of the Effective Date and shall continue in effect until termination of the Proposal, unless terminated earlier in accordance with Section 13.b.
	2. Either party may terminate this Addendum and the Proposal immediately in the event that such party (i) provided written notice of a breach of a material term of this Addendum by the other party; and (ii) the breaching party failed to cure such breach to the reasonable satisfaction of the reporting party within a reasonable time period after receiving notice of such breach.
15. Return or Destruction of PHI. Upon termination of this Addendum for any reason, Hill-Rom shall, if feasible, return or destroy all PHI received from Covered Entity or created, received or maintained by Hill-Rom on behalf of Covered Entity and which Hill-Rom still maintains in any form. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy any such PHI, the terms and provisions of this Addendum shall survive termination of this Addendum with regard to such PHI, and Hill-Rom shall limit its further uses and disclosures to those purposes that make the return or destruction of PHI infeasible.
16. Survival. The obligations of Hill-Rom under Section 15 (Return or Destruction of PHI) shall survive the termination of this Addendum.
17. Notices. All communications or notices pertaining to this Addendum shall be addressed to the appropriate party as follows:

If to Covered Entity:
Covered Entity Privacy Officer

If to Hill-Rom:

Hill-Rom Holdings, Inc.

Attn: Privacy Officer

180 N Stetson Ave., Suite 4100

Chicago, IL 60601
privacy\_officer@hill-rom.com

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. In addition to written notice under the methods specified above, all notices provided to Hill-Rom under this Agreement shall also be sent to via electronic mail to the email address listed above. Neither party shall refuse delivery of any notice hereunder.

1. Independent Contractors. None of the provisions of this Addendum are intended to create any relationship between the parties other than that of independent contractors.
2. Capitalized Terms. Terms that are capitalized but not defined in this Addendum shall have the meaning given to such terms under HIPAA, the Privacy Rule, the Security Rule, or HITECH Act and its implementing regulations, as applicable.
3. Amendment.
	1. General. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of each party.
	2. Amendment to Comply with Law. The parties mutually agree to enter into good faith negotiations to amend this Addendum from time to time in order for Covered Entity or Hill-Rom to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, HITECH Act, and any implementing regulations that may be promulgated or revised from time to time. Any changes, amendments, or alterations are not effective unless mutually agreed upon in writing by authorized representatives of the parties.

**IN WITNESS WHEREOF,** each party, by signature of their duly authorized representative has executed this Agreement as of the date stated below.

“HILL-ROM”

HILL-ROM COMPANY, INC.

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

“END USER”

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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