Welch Allyn Connex® VM
Software Maintenance Contract

Welch Allyn, Inc. and the undersigned Customer agree to the terms and conditions of this Maintenance Contract (Contract) as of the date on which installation of the Connex VM Software is completed (the Effective Date).

1.   DEFINITIONS. The following defined terms are used in this Contract

1.1.   *Error Correction* means: a) a modification of the Connex VM Software that corrects a malfunction or failure of the software to meet its performance specifications, or b) a procedure or routine that eliminates the adverse effect of the malfunction or failure.

1.2.   *New Release* means a new version of the Connex VM Software that contains new functionality or major enhancement of the existing functionality of the prior version of the Connex VM Software.

1.3.   *Update* means a modification of the Connex VM Software that contains Error Corrections and minor improvements of the functionality of the Connex VM Software.

1.4.   *Working Hours* means 9 AM - 8 PM Eastern Time on days on which Welch Allyn, Inc. is open for business in the U.S.

1.5.   *Service Programs* means one of the standard sets of services for maintenance of Connex VM Software offered by Welch Allyn, as described in Exhibit 1, that Customer has selected for purchase under this Contract.

2.   SCOPE OF SERVICE.

2.1.   During the term of this Contract, Welch Allyn will furnish to Customer the services for maintenance of the Connex VM Software that are included in the Service Program selected by the Customer, which is identified in the purchase order associated with this Contract. Customer will pay the annual maintenance fee described in section 3.1 in consideration for the Service Program. Customer must cover all Connex VM Software Licenses (Device Input Connections) at a facility with the Service Programs purchased through this Contract. The following conditions apply to services offered under any Service Program.

2.1.1. Welch Allyn will operate a toll free telephone line for use by Customer to seek assistance in use of the Connex VM Software and resolution of any problems regarding operation of the Connex VM Software.

2.1.2. Welch Allyn will furnish remote diagnosis and technical support for the Connex VM Software through a PartnerConnect connection. If Customer does not use PartnerConnect, diagnostic and technical support services can be delivered only via the telephone line, which generally will be less effective than such services delivered via PartnerConnect.

2.1.3. Welch Allyn will use all reasonable efforts to develop Error Corrections for errors reported by Customer that are reproduced by Welch Allyn through remote diagnosis via PartnerConnect access or, based on information furnished by Customer, through duplication of the error on another instance of the Connex Software. Welch Allyn may provide the initial Error Correction as a temporary work-around or software patch and a subsequent permanent Error Correction via an Update.

2.1.4. Welch Allyn may, from time to time, issue Updates to its customers that participate in a Service Program. Updates may be issued via PartnerConnect or on media, and Welch Allyn will provide reasonable assistance in installing the Updates, via PartnerConnect or the telephone support line.

2.1.5. Welch Allyn will provide full technical support during Working Hours, and during time periods outside of Working Hours, dedicated technical personnel will be on call and accessible by phone to provide basic troubleshooting and technical support. If the on call representative cannot resolve a support issue or request for service, it will be logged in a service request record and addressed during the next period of Working Hours.

2.2.   The annual maintenance fee for each Service Program covers only the services within the scope of the Service Program. If Welch Allyn offers additional services for maintenance of Connex VM Software that are outside of the scope of a Service Program, such additional services will be provided on a "time and materials" basis at rates or charges that are agreed upon by Customer and Welch Allyn. However, a Service

Program may entitle the Customer to a discount off of Welch Allyn's regular rates or charges for any "time and materials" based additional services that are ordered by Customer during the term of a Service Program.

2.3.   The first period for the Service Program covered by this Contract begins on the Effective Date and extends for an initial term specified in the purchase order for the Contract. If Welch Allyn continues to offer the Service Program purchased by Customer, the Contract can be extended as provided in Section 4.1.

2.4.   If this Contract is not purchased at the time that the Connex VM Software is purchased, or if maintenance lapses and subsequently is reinstated with a new Contract, Welch Allyn reserves the right to condition the offer of the Contract on Customer's payment of an initial upgrade fee in consideration for updating the Connex VM Software to the version that is current at the time the Contract is requested.

2.5.   The Connex VM Service Programs do not cover problems or damages resulting from the following causes as reasonably determined by Welch Allyn:

2.5.1.   Modification or attempted modification of the Connex VM Software by anyone other than personnel authorized by Welch Allyn which adversely affects performance of the Connex VM Software,

2.5.2.   Improper use or misuse of the Connex VM Software contrary to the directions for use,

2.5.3.   Installation of the Connex VM Software in a computer or server that does not satisfy the hardware and configuration specifications published by Welch Allyn,

2.5.4.   Combination of the Connex VM Software with other software not approved in writing by Welch Allyn, or

2.5.5.   Damage caused by viruses, worms, or other agents introduced to damage computer systems.

The Connex VM Service Programs do not cover any problems or malfunctions that occur in any hardware on which the Connex VM Software runs or in any third party software that is linked to or runs in combination with the Connex VM Software.

2.6.   Welch Allyn reserves the right to change the services delivered under any Service Program on 60 days notice, provided that if the change materially reduces the level of maintenance service, Welch Allyn will give Customer the option to either: a) continue the Service Program and accept a credit in the amount of a part of the annual fee based on the degree of reduction in service, or b) or terminate the maintenance Contract and receive a pro-rata credit or refund of the annual fee.

3.   FEES AND PAYMENT.

3.1.   The fee for the Service Program for each annual period is specified in the purchase order associated with this Contract. The annual maintenance fee is payable in advance and is not refundable, except as provided in section 2.6. The maintenance fee does not include any applicable sales, use, or similar excise taxes, which shall be paid by Customer. Welch Allyn will invoice Customer for the maintenance fee, and Customer will pay the invoice within 30 days of receipt. If the initial term of this Contract is a multi-year period, the fee for Customer's Service Program will be invoiced for each annual period within the initial term.

3.2.   The annual maintenance fee may change for renewal terms after expiration of the initial term. If the initial term is a multi-year period the annual maintenance fee will not change during the initial term.

3.3.   Customer will pay separately and independent from this Contract all costs of purchasing, installing, and maintaining all computer and network hardware, communication interfaces (including PartnerConnect software), medical devices that provide input to the Connex VM Software, and carts or mounting for such medical devices.

4.   EXTENSION AND TERMINATION

4.1.   If Welch Allyn determines to offer extensions of this Contract, Welch Allyn will send Customer an extension invoice for the annual fee required to extend the Service Program selected by Customer for the next 12-month period. Customer may extend the Service Program by paying the extension invoice within the time period identified in the extension notice. This Contract will expire if the extension invoice is not paid when due. The maximum duration of the initial term of the Contract and all 12-month extensions is 6 years after the Effective Date.

4.2.   Either party may terminate this Contract if the other party fails to cure any material default within 30 days after written notice of the default is sent. Termination will become effective on a date specified in the

notice that is sent to the defaulting party. This Contract also will terminate automatically upon termination of the license of the Connex Software subject to the Service Program furnished under this Contract.

5.   SERVICES WARRANTY.

5.1.   Welch Allyn will perform the maintenance and support services furnished under this Contract (whether Service Program or additional "time and material" based services) in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing the services in accordance with standards in the industry.

5.2.   Welch Allyn does not warrant that the Connex VM Software will operate uninterrupted or that it will be free from minor defects or errors which do not materially affect its performance or that the applications contained in the Connex VM Software are designed to meet all of Customer's requirements. Welch Allyn DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.   CONFIDENTIALITY.

6.1.   Each party shall maintain in confidence all identified confidential information of the other party, and shall not disclose such confidential information to any third party at any time except to those of its personnel as are necessary in connection with such party's activities as contemplated by this Contract. In maintaining the confidentiality of confidential information of the other party, each party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care. Each party shall ensure that each of its personnel holds in confidence and makes no use of the confidential information of the other party for any purpose other than those permitted under this Contract or otherwise required by law. If in the course of performing this Contract Welch Allyn obtains access to health information that identifies patients that is stored or processed by the Connex VM Software (Protected Health Information), Welch Allyn will employ reasonable procedures to provide security for the Protected Health Information and prevent unauthorized access to or disclosure of the Protected Health Information.

7.   LIMITATION OF LIABILITY.

7.1.   Customer's sole and exclusive remedies for any damages or loss connected with the maintenance services furnished by Welch Allyn shall be, at Welch Allyn's option: (i) re-performance of the services; or (ii) credit or refund of an appropriate portion of any payment made by Customer with respect to the part of the services that were inadequate.

7.2.   NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS OR DATA LOSS, RESULTING FROM ANY DEFAULT IN PERFORMANCE OF THIS CONTRACT. NEITHER PARTY WIL BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING FROM ANY DEFAULT IN PERFORMANCE OF THIS CONTRACT IN AN AMOUNT GREATER THAN THE SERVICE FEE PAID FOR ONE 12-MONTH PERIOD. THE FOREGOING LIMITATIONS DO NOT APPLY TO INDEMNIFICATION FOR THIRD PARTY CLAIMS BASED ON BODILY INJURY OR PROPERTY DAMAGE.

8.   GENERAL PROVISIONS.

8.1.   This Contract shall be governed by and construed under the laws of the state of New York without reference to its conflicts of law principles.

8.2.   Any delay or nonperformance of any provision of this Contract (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Contract, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

8.3.   This Contract includes each Exhibit referenced herein, and constitutes the complete and exclusive statement of the agreement between Welch Allyn and Customer, and all previous representations, discussions, and writings are merged in, and superseded by, this Contract. This Contract may be modified only by a writing signed by both parties. This Contract shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to Welch Allyn.

Exhibit 1: Welch Allyn Connex® VM Software Maintenance Contract

To provide support for your investment, Welch Allyn offers the Connex VM Service Program, as described below:

Feature	Details
Software Updates	Included
Software Upgrades	Not Included
Update Installation and Test	Remote installation only
Update/Upgrade Clinical Training	Updated Partners in Care training materials are provided for use if applicable
Telephone And Remote Services	Included
Additional On-Site Training (Clinical)	10% discount
Update/Upgrade Project Management	Not Included
Interface Mapping Changes	Up to two times per year
Preference Settings Changes	Up to two times per year

Service Details

Software Upgrades

An upgrade is a new version of the Connex VM Software that contains new functionality or major enhancement of the existing functionality of the prior version of the Connex VM Software.

Software Updates

An update is a version of the Connex VM Software that contains error corrections and minor improvements of the functionality of the Connex VM Software. These may be issued via PartnerConnect or on media, and Welch Allyn will provide reasonable assistance in installing the updates, typically via PartnerConnect connection.

Remote Service

Welch Allyn service engineers can remotely troubleshoot, update, and repair your system through PartnerConnect or other means.

On-site Support

For more complex problems, a Field Engineer will be deployed to your facility.

Clinical In-service

To train new clinicians or to refresh your existing staff, our Clinical Consultants can provide classroom or train-the-trainer training programs.

Interface Mapping Changes

As your hospital IT infrastructure changes, we can assist you by keeping your system interfaces operating. These interfaces include the
• ADT interface that provides up-to-date patient demographic information, and the
• HL7 interface that transmits captured data to your HIS.

Preference Setting

As your hospital systems change, we can assist you by keeping your preferences up-to-date. The Connex VM Software includes customizable preference settings, such as Modifier Names, Alert Values, and other features.