

EXHIBIT D - PROCARE SERVICE TERMS AND CONDITIONS

This Exhibit D outlines additional terms and conditions governing the provision by Stryker to Customer of the Services contemplated by this Agreement.

1. Equipment ELIGIBILITY

In the event this Agreement (i) proposes to provide Services coverage for Equipment not previously covered by a ProCare Program offered by Stryker prior to the Effective Date, or (ii) if more than thirty (30) days have passed since the expiry of any ProCare Program in respect of the Equipment, Stryker reserves the right to inspect and determine whether the Equipment is eligible/acceptable for the selected ProCare Program / Service. Such determination shall be in Stryker's sole discretion, having regard to, among other things, whether the Equipment is functionally operable in accordance with the manufacturer's specifications. Stryker shall have ninety (90) days from the Effective Date to make such determination. In the event Stryker determines that the Equipment is not eligible for the selected ProCare Program / Service, Customer shall have the option of restoring/repairing the Equipment to an acceptable condition, at Customer's sole cost and expense, or removing the Equipment from the scope of this Agreement. Customer shall communicate its option to Stryker in writing. If the Equipment is removed from the scope of this Agreement, Stryker shall adjust the scope and pricing of the ProCare Program under this Agreement, as applicable, to reflect the removal of the Equipment.

2. Customer COVENANTS

In receiving the Services under this Agreement, Customer agrees as follows:

- a) **Equipment Maintenance.** The Customer agrees that its employees, contractors and any other personnel with access to the Equipment will be trained and familiar with the Stryker Guidance and shall implement it accordingly.
- b) **Data Ownership.** Stryker shall retain all rights with respect to the Stryker Guidance, plans and specifications, working drawings, technical descriptions, calculations, test results and other data, information and documents concerning the design and construction of the Equipment, and Customer undertakes not to disclose the same or divulge any information contained therein to any third parties without the prior written consent of Stryker.
- c) **Equipment Location and Access.** During the Term, Customer shall (i) ensure that any location where the Equipment is kept is maintained in a clean and sanitary condition and that the Equipment is cleaned and decontaminated after contact with blood or other potentially infectious or hazardous material; (ii) maintain the Equipment in good working order; and (iii) operate the Equipment only in accordance with the Stryker Guidance. Customer shall provide Stryker full and free access to the Equipment at scheduled service times, in accordance with this Agreement.
- d) **Consumable Products.** To ensure the safe operation of the Equipment, only Stryker accessories and/or Stryker endorsed accessories should be used with the Equipment. Any Equipment used with accessories not manufactured or endorsed by Stryker shall automatically and immediately become ineligible for the Services and Stryker may, in its discretion, terminate this Agreement with Customer in respect of such Equipment

3. Service Calls and Customer Support

Stryker's Customer Technical Service Centre operates on Business Days from 8:00 am to 6:00 pm EST, and on-site or field service support operates on Business Days from 8:00 am to 8:00 pm (local time) (in each respective case, "**Working Hours**"). A Service Request as well as questions about the Equipment or other technical support inquiries may be made during Working Hours to Stryker's Customer Technical Service Centre. The Services include unlimited Service Requests and technical support inquiries/calls during Working Hours. For the purposes of this Agreement, a "**Business Day**" means any weekday (Monday to Friday), excluding statutory holidays in the Province of Canada where the Services are provided. The Services may be requested and scheduled to be provided Monday – Friday, excluding public holidays. In Stryker's sole discretion, on an exceptional basis Stryker may approve a request from Customer to perform the Services outside of Working Hours. In such cases, the Customer shall be invoiced for, and shall pay to Stryker, labour rate fees equal to double the then current Stryker labour rate for each hour worked outside of Working Hours.

4. Service Zones

Stryker shall manage Service Requests as outlined in this Section 4, and shall have sole discretion as to the resources deployed to perform Services as and when they arise.

- a) Each Service Request will be classified by Stryker using the following "**Severity Level**" definitions:
 - Severity 1: the reported issue renders the Equipment unusable;
 - Severity 2: the reported issue renders the Equipment unusable for certain surgical procedures;
 - Severity 3: the reported issue reduces the quality and performance of the Equipment but has no effect on the Equipment overall functionality; it is possible to work around the existing problem and the use of the Equipment is only slightly limited.
- b) Subject to the foregoing Severity Level classification and Zones noted in subsection (c), below, the following response times shall be observed by Stryker for Service Requests, in each case during Working Hours:

Severity	Telephone / Email Response	On site response or mutually agreed response plan based on customer needs	Time to Repair
1	2-4 hours	4 hours – 1 business day	1-2 business days
2	4-6 hours	1-2 business days	1-6 business days
3	1-2 business days	2-4 business days	5-15 business days or at the next scheduled visit

The “On site response” times noted above are measured from the time at which an incident is communicated to the Stryker Customer Service Centre to the time at which Stryker provides Customer with a resolution, workaround, training or acknowledgement that additional work is required (with estimated time to complete) (the “**Engineer Response**”). The “Time to repair” metrics noted above are measured from the time of the Engineer Response to the time Stryker either: (i) determines that the incident is not application related, is not a problem, or is an enhancement; (ii) presents a reasonable workaround where Customer agrees (acting reasonably) that no additional work is required; or (iii) presents an action plan. Approval shall be sought from Customer to execute the plan.

- c) Facilities in Zones 2 and 3 may require additional time if an on-site visit is required to assess the Equipment before a response plan is implemented. Distance is measured one way from the Customer address where the Equipment requiring Service or repair is located in relation to the nearest urban centre (i.e. Canada’s 25 largest cities by population).

Zone	Distance from nearest urban centre	Notes
1	Under 125 km	Facilities within a 125 km radius from any of Canada’s 25 largest cities
2	125-500 km	Facilities within 125-500 km radius from any of Canada’s 25 largest cities
3	Over 501 km	Facilities situated more than 500 km from any of Canada’s 25 largest cities

5. Pre-Arranged Preventative Maintenance Visits

Equipment will be eligible for preventative maintenance in accordance with the terms of the selected ProCare Program / Service. Stryker preventative maintenance visits (“**PM Visits**”) will take place at the time intervals outlined in the applicable Equipment IFU, or where the Equipment IFU is silent in respect to the required PM intervals, at such intervals as provided for in the ProCare Program / Service, and shall be scheduled in advance by Stryker for a date and time that is mutually agreed to by Customer; provided that PM Visits shall be performed by Stryker during the hours of 8:30 am to 4:30 pm (local time) (the “**PM Hours**”) and the Customer is responsible for making Equipment available to Stryker at such scheduled dates and times. Any PM Visit scheduled outside of the PM Hours will carry an additional charge. Customer shall confirm the exact location of Equipment within the Customer’s site at least one (1) hour prior to the scheduled service time. Equipment that is not made available by Customer at the mutually agreed upon date and time will be serviced during the next occurring PM Visit within the Term or at another mutually agreed upon date and time that is as close as possible to the originally scheduled visit date. Where Stryker access to the Equipment at the agreed upon date and time for a PM Visit is not provided on two (2) separate occasions, Stryker will make no further attempts to schedule that PM Visit and such PM Visit will be forfeited by the Customer. The applicable Equipment will instead be serviced at the next occurring PM Visit within the Term, if any, without any further liability or obligation of Stryker. Customer understands that this may result in fewer PM Visits in the Term than may otherwise be contemplated by the Services and/or the Equipment IFU. It is the Customer’s responsibility to ensure that as much Equipment as possible is available for servicing on scheduled PM Visits.

6. Replacement Parts

The Services shall include all necessary Replacement Parts resulting from normal wear and tear, as determined by Stryker in its discretion, to maintain the Equipment in good working order; provided that, Replacement Parts are not included in ProCare Programs / Services that contemplate preventative maintenance (PM)-only service. Stryker may elect to use new or used Replacement Parts and products related to the Services, in its discretion. Unless otherwise provided in this Agreement, all Replacement Parts shall be furnished to Customer by Stryker on an exchange basis and the parts of the Equipment which are removed and replaced shall become the property of Stryker. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement, without notice to Customer. For the purposes of this Agreement and the provision of Services, “**Replacement Parts**” shall mean replacement components incorporated into any of the Equipment in connection with providing the Services as contemplated by this Agreement; provided that, for certainty, Replacement Parts does not include any replacement components, parts or accessories not manufactured or endorsed by Stryker or any consumable/disposable products and accessories or parts, whether manufactured by Stryker or otherwise (the “**Excluded Parts**”). Notwithstanding anything to the contrary and for the avoidance of doubt, this Section 6 does not apply to Equipment covered under a ProCare Program / Service providing preventative maintenance (PM)-only service coverage.

7. Loaner Policy

During the Term, Stryker may, at Stryker’s sole discretion and based on availability, offer to Customer a complimentary item of equipment on loan (each the “**Loaner**”) during the period in which Stryker is servicing, repairing and/or replacing the Equipment (the “**Loaner Period**”). In order to receive the Loaner, the Customer will be required to issue Stryker a new PO for the Loaner. The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to return the Loaner to Stryker (the “**Return Period**”). If Customer does not return the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner (“**Loaner Purchase Price**”), which shall be equal to its current fair market value (as determined by Stryker). The Loaner Purchase Price shall be invoiced against Customer’s current purchase order on file. Upon payment of the Loaner Purchase Price (“**Payment**”), title to the Loaner shall transfer to Customer. If, within a reasonable time after Payment, Customer wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Customer at its fair market value (as determined by Stryker).

8. Advanced Exchange Program

During the Term of this Agreement, Stryker may, at Stryker’s sole discretion and based on availability, remove the Equipment for repair (“**Repairable Equipment**”) and provide the Customer with functionally equivalent equipment (the “**Replacement Equipment**”) for the

remainder of the Term. Stryker will either (i) replace the Equipment during an on-site visit, or (ii) ship Replacement Equipment to Customer. Where Replacement Equipment is shipped, Repairable Equipment must in turn be shipped by Customer to Stryker, at Customer's cost, within seven (7) days of receipt of the Replacement Equipment (unless a date soon thereafter is mutually agreed upon) ("**Advanced Exchange Return Period**"). Stryker will provide Customer a Returned Merchandise Authorization (RMA) number that Customer will need to include with its shipping documents when shipping the Repairable Equipment. If Customer does not ship the Repairable Equipment by the end of the Advanced Exchange Return Period, Customer agrees to pay the purchase price of the Replacement Equipment ("**Replacement Equipment Purchase Price**"), which shall be equal to its then current list price of the Replacement Equipment. Stryker shall ship the Replacement Equipment next day delivery subject to inventory supply. Notwithstanding anything to the contrary and for the avoidance of doubt, this Section 8 does not apply to Equipment covered under a ProCare Program providing preventative maintenance (PM)-only service coverage.

9. Additional Charges

Any service mutually agreed upon by the Parties with respect to the Equipment hereunder that is outside the scope of the Agreement will be furnished by Stryker as an extra service (the "**Extra Service(s)**") at Stryker's then prevailing rates for time and material, unless such service is otherwise covered by a separate agreement between Customer and Stryker. Customer shall provide a PO number and pay Stryker for Extra Services within thirty (30) days after receipt of Stryker's invoice covering such services.

[END OF EXHIBIT D]