



MASTER SOFTWARE LICENSING AGREEMENT LIFENET® - LIFELINKcentral™ - CODE-STAT™

Physio-Control, Inc., (“Physio-Control”) as a wholly owned subsidiary of the Stryker Corporation, accepts the order of the Customer (“Customer”, “Buyer” or “Licensee”) expressly conditioned on Customer’s assent to the terms and conditions set forth herein. By signing the Physio-Control Quote setting forth and incorporating by reference this Master Software Licensing Agreement (“Agreement”) or by placing an order for any of the Physio software and/or systems indicated in this Agreement, Customer accepts the terms of this Agreement. Further, Customer’s order, acceptance of any portion of the services or the subscriptions, access to, or usage of any of the Physio software and/or systems confirms Customer’s acceptance of these terms. This Agreement also applies to the software subscription items listed on the Physio-Control Quote (“Quote”) and other Physio-Control software applications otherwise made available to Customer. In addition to the Quote, order and Statement of Work, if any, these terms and conditions shall govern over and override any Customer documents to the contrary.

1. **END USER LICENSING.** The Physio-Control software and systems (“Licensed Software”) identified in the Physio-Control Quote or otherwise provided by Physio-Control are licensed (not sold) to Customer as a “Registered End User” to use within Customer’s organization. Registered End Users are obliged to comply with the terms and conditions of this Agreement. Certain licensing rights specific to an individual subscription are detailed in Section 2. Any open source software (“OSS”) included with the proprietary Physio-Control Licensed Software distribution is being licensed solely by the authors and owners of the OSS and not by Physio-Control.
 - 1.1. Physio-Control hereby grants to the Registered End User a non-exclusive, non-transferable (except as provided in this Agreement) license to access and use the Licensed Software during the Term.
 - 1.2. Registered End User agrees not to: (1) modify, copy, translate, reverse engineer, decompile, disassemble, or create derivative works of any Licensed Software or accompanying documentation; (2) loan, lease, assign, distribute, rent, sublicense, or lease any Licensed Software or accompanying documentation to any other person or entity; (3) remove, alter, or cause not to be displayed any proprietary (e.g., copyright) notices, trademarks or service marks contained in any Licensed Software or accompanying documentation; or (4) sell, transfer, assign, or subcontract any of its rights or obligations under this license or Agreement.
 - 1.3. If a Registered End User violates its licensing rights under this Section, acts in a manner contrary to the terms of this Agreement or in competition with Physio-Control or in derogation of Physio-Control’s proprietary rights, Physio-Control shall have the right to injunctive relief enjoining such action without the necessity of posting any bond or undertaking to prevent any further breach, in addition to any other remedies available. Registered End User acknowledges that other remedies are inadequate.

2. **SERVICES.** Physio-Control will provide: (1) Licensed Software via a subscription to Customer; (2) implementation services; (3) training services; and (4) associated services to Customer, singularly (“Service”) and collectively (“Services”).
3. **SOFTWARE.** Licensed Software provided to Customer is set forth in the Quote and below:
 - 3.1. **LIFENET® System.** If applicable and purchased, Physio-Control will provide Customer access to the LIFENET System, and its suite of components described below, along with associated infrastructure through one or more subscription types to access, or manage accounts or to download components to the Customer’s own platform. Customer is also entitled to remote implementation and training associated with the Licensed Software according to the Quote or as ordered. The LIFENET System is generally described at: <http://www.physio-control.com/>
 - 3.1.1 Access to the Licensed Software will be provided to Customer by Physio-Control in accordance with orders placed and accepted from time to time. The functionality and components available to Customer are dependent on the subscription purchased.
 - 3.1.2. Access to the Services and subscriptions is determined by the order placed by the Customer. With respect to LIFENET Transmission Subscriptions, “capacity” means the number of devices enabled on the LIFENET System. With respect to LIFENET Alert or LIFENET Referral Hospital Subscriptions, “capacity” means the maximum number permissible of concurrent installations on Customer’s personal computers. Each LIFENET Alert Subscription allows a Customer to install the application on five (5) personal computers at one location (multiple subscriptions are required to install the application throughout a hospital system with multiple locations). Each LIFENET Referral Hospital Subscription allows a Customer to install the applicable software on one (1) personal computer at one location.
 - 3.1.3. This Licensed Software does not include equipment, hardware or Internet access. Customer shall be responsible for obtaining equipment, software, supplies and connections sufficient to access the LIFENET System via the Internet. Registered End Users who purchased 12-lead data transmission subscriptions may: (1) use LIFENET, the Licensed Software, to transmit or receive 12 lead, ECG or other vital sign data (“System Data”) to send or receive an alert of ST-segment elevation myocardial infarction or other emergent patient condition;

and (2) forward and share System Data to other Registered End Users via the LIFENET System.

3.1.4. Use of LIFENET System. The LIFENET System is not an electronic medical record. Customer is responsible for printing any ECG Data as may be necessary or appropriate to include in any Patient's medical record maintained by Customer. ECG Data is stored on the LIFENET System and is accessible by certain LIFENET products for a customer-defined time period.

3.1.5. Use of LIFENET Adapter. For LIFENET Adapter users, Physio-Control is not responsible for the breach of any third-party end-user agreement that Customer may have entered into or accepted by the purchase and use of a monitor or 12-lead system that was not supplied to Customer by Physio-Control. Physio-Control is only providing the LIFENET Adapter and it is Customer's responsibility to ensure the ability to export 12-lead ECG data from Customer's system to the LIFENET System via the LIFENET Adapter.

3.2 **LIFELINKcentral™ AED Program Manager.** If applicable and purchased, Physio-Control will provide Customer access to LIFELINKcentral described at: <http://www.physio-control.com/>. Additional conditions and Customer responsibilities specific to LIFELINKcentral are contained in the Quote and hereby incorporated by reference.

3.3 **CODE-STAT™ Data Review Software.** If applicable and purchased, Physio-Control will provide Customer access to the CODE-STAT as set forth in the Quote and generally described at: <http://www.physio-control.com/>

3.3.1 Registered End Users may use the Licensed Software for post-event review electrocardiographic (ECG) and other monitoring parameters, including NIBP, SpO₂, SpCO, SpMet, IP, temperature and end-tidal CO₂. Additional case data, such as patient information and waveform annotations, are also available for review. CODE-STAT is not intended to be used for diagnosis or treatment of patients.

3.3.2 Registered End Users agree to: (a) install and use the Licensed Software on only one computer at a time. Concurrent use on multiple computers requires a separate license for each computer; (b) install the same "serial number and feature key pair" for the Licensed Software on multiple computers, provided Customer has corresponding number of licensed copies; (c) maintain only one copy for backup purposes; and (d) not to network or install the Licensed Software on the file server of a multi-user system that allows more than one user to access the Software at the same time, or

distribute the Licensed Software by other electronic means (without sufficient licenses to cover active users).

3.3.3 Registered Users with an enterprise subscription may: (a) install and use the Licensed Software without restriction to the number of end users throughout their entire organization; (b) install the same "serial number and feature key pair" for the Licensed Software on multiple computers; and (c) make a copy of the Licensed Software solely for backup purposes, provided that the Licensed Software is copied in its entirety.

4. AVAILABILITY OF SUBSCRIPTION LICENSED SOFTWARE. Physio-Control will take commercially reasonable steps to ensure that the subscription-based Licensed Software is available to Customer 24 hours a day, 365 days a year, with the exception of scheduled maintenance.

5. UPDATES & BACKUPS. Physio-Control may elect to update, upgrade or otherwise enhance the Licensed Software or the associated components. Physio-Control will provide Customer with advance notice of any modifications that may materially impact Customer's use of the Licensed Software.

Backups will be scheduled at times so as to provide minimal impact to Customer's business activity. Physio-Control will take commercially reasonable steps to maintain data integrity in any backup. However, Physio-Control will not be responsible for loss of data or data integrity so long as Physio-Control has performed the backup in a commercially reasonable manner.

6. MAINTENANCE. Licensed Software may require the purchase of an annual maintenance subscription for ongoing training, support and upgrades. In exchange for those maintenance services, Customer agrees to pay those subscription fees.

7. CUSTOMER REQUIREMENTS. In order for Physio-Control to provide Services, Customer agrees to be responsible for obtaining equipment, approved hardware, software, supplies and connections sufficient to access and use the Licensed Software:

7.1. **Internet Connectivity.** Customer must provide Internet connectivity to access the Licensed Software website with sufficient bandwidth to meet Customer's utilization demands. Customer must connect with Physio-Control supported browsers and client software.

7.2. **Implementation Cooperation.** Customer agrees to cooperate with and assist Physio-Control in the implementation process. Customer agrees to have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed-upon schedule.

7.3. **Customer Security.** Customer shall maintain the confidentiality and security of all passwords and other user identifications necessary to access the Licensed Software, and is responsible for any consequences

that may result from the improper disclosure of such passwords and user identifications. Customer is responsible for taking all precautions necessary to ensure that any content obtained from a Physio-Control website is free of viruses and any other potentially destructive computer code.

- 7.4. **Patient Health Care Services.** As between the parties, Customer acknowledges that Customer, acting through licensed medical doctors or other licensed health care professionals who are employed by or otherwise associated with Customer, shall be the provider of medical and other health services to patients relating to the review, analysis and interpretation of any medical data and any related health care services provided to patients based on such review, analysis and interpretation. Customer acknowledges and agrees that Physio-Control is not a provider or supplier of any health care services and that Physio-Control shall not be deemed to be furnishing any patient health care services by virtue of provision of services under this Agreement.
8. **PRICING.** Customer agrees to pay any and all subscription, licensing or Services fees as set forth in the Quote provided by Physio-Control. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes will be invoiced in addition to the price of the Service and associated goods covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, WA 98073-9706.
9. **PAYMENT.** Customer shall pay Physio-Control all fees set forth in the Quote provided by Physio-Control. Upon implementation, Physio-Control shall provide Customer with an invoice setting forth the amount due and the terms and conditions of payment. Implementation is complete when the Customer is able to transmit data to or receive data from (as applicable) the LIFENET System or otherwise make productive use of the Licensed Software. If implementation or other Services are delayed for more than six months solely due to Customer's delay, Physio-Control reserves the right to invoice prior to implementation.
10. **TERM.** This Agreement takes effect upon Physio-Control's acceptance of the Customer's order or receipt of the signed Quote ("Order Acceptance") and continues through the conclusion of the Subscription Term stated in the order or Quote. The Subscription Term ("Term") begins after implementation of the Licensed Software and concludes at the period set forth in the order or Quote.
11. **AUTOMATIC RENEWAL.** This Agreement will automatically renew upon its expiration for a period equal to the Term set forth in the order or Quote unless it is terminated in writing thirty (30) days prior to the end of the Term.
12. **TERMINATION.** Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events: (a) material breach of one or more terms of the Agreement by the other Party and the failure of the

breaching party to cure the breach within thirty (30) days of written notice of the breach; (b) the insolvency or bankruptcy of the other party; and (c) thirty (30) days prior written notice to the other party.

- 12.1. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the Survival provision of this Agreement, regardless of the reason for termination.
- 12.2. Upon termination, all rights to the Licensed Software expire. Thereafter, Customer shall immediately cease use and destroy any copies of the Licensed Software and any accompanying documentation.

13. **SUSPENSION & TERMINATION OF SERVICE.** In the event that Customer's invoices for use of Licensed Software or Services become thirty (30) days past due, Physio-Control may suspend access to Licensed Software or Services. After Customer invoices for use of Licensed Software or Services become sixty (60) days past due, Physio-Control may terminate this Agreement under this Agreement's Termination Clause.

14. **INTELLECTUAL PROPERTY RIGHTS.** Except for the open-source software that is the intellectual property of those respective authors and owners, Physio-Control owns all intellectual property right, title and interest in its Licensed Software, documentation, trademarks, trade names and trade secrets utilized in providing Services under this Agreement. All other marks that appear in the Licensed Software belong to the respective owners of such marks, and are protected by U.S. and international copyright and trademark laws. Any use of any of the marks appearing throughout the Licensed Software without the express written consent of Physio-Control or the owner of the mark, as appropriate, is strictly prohibited. No transfer of ownership is intended.

14.1. **Infringement Indemnification.** Physio-Control shall indemnify Customer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting from any action by a third party against Customer that is based on any claim that the Services or Licensed Software infringes a United States patent, copyright, or trademark, or violates a trade secret or any other proprietary right of any person or entity. Physio-Control's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Customer, Physio-Control will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Customer in the defense of any claim. In the event any claim is asserted by a third party with respect to the Licensed Software, associated documentation, or Customer's use thereof, then and in that event, Customer may terminate its use of the Licensed Software and/or this Agreement.

14.2. In addition, if the Licensed Software becomes, or in Physio-Control's opinion is likely to become, the

subject of an infringement claim barring Customer's use of the Licensed Software, Physio-Control may, at its option and expense, either: (i) obtain for Customer the right to continue to use the Licensed Software; or (ii) modify the Licensed Software so that it becomes non-infringing; or (iii) only in the event that options (i) and (ii) above are not commercially reasonable, terminate Customer's use of the infringing components of the Licensed Software and/or this Agreement with no further obligation to Customer. THIS CLAUSE STATES THE ENTIRE LIABILITY OF PHYSIO-CONTROL WITH RESPECT TO ANY OF THE FOREGOING OR ANY LIABILITY FOR ANY THIRD- PARTY CLAIMS OF INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF PROPRIETARY RIGHTS.

15. CONFIDENTIALITY. In the course of performing under this Agreement, each party may receive, be exposed to, or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary," or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party independently of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.

16. UNAUTHORIZED ACTS. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information by the recipient, fully cooperate with the disclosing party to assist the disclosing party to regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information. The parties acknowledge and agree that in the event of a breach of this Section, the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to seek injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.

17. LIMITED WARRANTY. For a period of ninety (90) days, Physio-Control represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. As Customer's sole and exclusive remedy and Physio-Control's

entire liability for any breach of the foregoing warranty, Physio-Control will re-perform the Services, or, if Physio-Control is unable to do so, return the fees paid to Physio-Control for such deficient Services.

18. WARRANTY EXCLUSIONS & LIMITATION OF LIABILITY.

18.1. WARRANTY EXCLUSIONS. Except as specifically set forth herein, Physio-Control expressly disclaims any and all warranties with respect to the Services, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Physio-Control does not warrant that the services will be uninterrupted or error-free. Customer acknowledges that access and use of the Licensed Software is not the exclusive method of transmission of System data. Customer further acknowledges that the services provided hereunder to Customer do not in any way relieve Customer or its doctors and/or other employees or agents from using their best medical judgment to determine a proper course of treatment for patients.

18.2. LIMITATIONS OF LIABILITY. In no event shall Physio-Control be liable to Customer or any healthcare professional or other employee, contractor or agent for: (A) any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio-Control has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits; or (B) damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Customer system.

18.2.1 Except as provided in the infringement indemnification clauses above, Physio-Control's total liability to Customer for damages with respect to the Services provided under this Agreement and otherwise arising under this Agreement regardless of the basis under which Customer is entitled to claim damages (including breach, negligence, or any other contract or tort claim) shall not exceed the fees paid by customer in the 12-month period preceding the alleged damages hereunder. Each party recognizes and agrees the warranty disclaimers, liability and remedy limitations of this Agreement are material bargained-for bases. These bases have been (1) taken into account; (2) reflected in the consideration given by each party; and (3) factored into each party's decision to enter into this Agreement.

18.2.2. Some states, countries or jurisdictions limit the scope of or preclude limitations or exclusion of warranties, of liability, such as liability for gross negligence or willful misconduct, or of remedies or damages, as or to the extent set forth above, or do not allow implied warranty to be excluded. In such states, countries or jurisdictions, the limitation

or exclusion of warranties, remedies, damages or liability set forth above may not apply. However, although they shall not apply to the extent prohibited by law, they shall apply to the fullest extent permitted by law.

18.3 Physio-Control disclaims all liability and is not responsible for the breach of any third-party end-user agreement that Customer may have entered into or accepted by the purchase and use of goods and services not supplied to Customer by Physio-Control.

19. SECURITY & DATA INTEGRITY. Physio-Control will employ industry standard safeguards, procedures and systems to protect the privacy and security of the Licensed Software, System Data, data and other Customer information it receives, accesses, uses, or discloses. In the course of providing those Services, Physio-Control will implement multiple levels of security, encryption and data protection technologies. Physio-Control will take commercially reasonable steps to ensure that Licensed Software functionalities are accurate and free from viruses or other defects.

20. DATA PRIVACY COMPLIANCE. The parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable health information confidentiality laws and regulations. The parties will comply with the data privacy laws in the jurisdiction where the Licensed Software is offered to Customers.

21. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given (a) if delivered personally, when received, (b) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service, (c) if sent by registered mail, postage prepaid, return-receipt requested, on the date shown on the signed receipt. Notices to Physio-Control shall be sent to the attention of the Vice President, Connected Medicine, with a courtesy copy to the Law Department at the following address: Physio-Control, Inc., 11811 Willows Road NE, Redmond, WA 98052 U.S.A. Notice to Customer shall be sent to the address set forth in Physio-Control's ordering and quote system.

22. GENERAL CONDITIONS. The parties agree on the following general terms:

22.2. **Independent Contractors.** The relationship between the parties is solely one of independent contractors and nothing in this Agreement is intended to create a partnership or joint venture between the parties. Physio-Control shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Physio-Control in any manner.

22.3. **Assignment.** This Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party which shall not be unreasonably withheld.

22.4. **Benefit of the Parties.** It is the explicit intention of the parties hereto that no person or entity other than

the parties, including without limitation any Patient, is or shall be a third party beneficiary of this Agreement or otherwise entitled to bring any action to enforce any provision of this Agreement against either of the parties.

22.5. **Survival.** Any terms of this Agreement that would, by their nature, survive termination of this Agreement shall so survive.

22.6. **U.S. Government Restricted Rights.** If applicable, the Licensed Software and documentation are provided with RESTRICTED RIGHTS. The use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at FAR §52.227-7013. The contractor/manufacturer of this Licensed Software is Physio-Control, Inc., 11811 Willows Road N.E., Redmond, WA 98052 U.S.A. (425-867-4000).

22.7. **Non-Waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

22.8. **Entire Agreement.** Customer acknowledges and agrees to be bound by the terms and conditions of the Agreement. With the exception of the Physio-Control Quote with a Statement of Work, order, pricing and payment terms, Customer agrees that this Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements including Customer's purchase order, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

22.9. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22.10. **Prevailing Party.** All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

22.11. **Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

22.12. **Choice of Law.** The rights and obligations of Physio-Control and Customer related to the purchase of Services described in this document shall be governed by the laws of Michigan.

22.13. **Authority.** The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement

are not inconsistent with any other contractual obligations, express or implied, that they may have.

- 22.14. **Force Majeure.** Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources.
- 22.15. **Compliance with Law; Code of Conduct.** During the term of this Agreement, the parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder. Each party acknowledges that the other has adopted a Code of Conduct and related compliance policies. Each party agrees to abide by its code of conduct in the performance of this Agreement and each party agrees that nothing in this Agreement is intended to authorize or require either party to take any action in violation of its code of conduct and related compliance policies.
- 22.16. **Regulatory Requirement for Access to Information.** In the event Section 1395x(v)(1)(I) of Title 42 of the United States Code is applicable to this Agreement, Physio-Control shall, until the expiration of 4 years after expiration or termination of this Agreement, make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement, such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Physio-Control under this Agreement, and if Physio-Control should enter into any subcontracts for services provided hereunder, such subcontracts shall include a provision similar to this provision.