

General Information

Contract Effective Date	2/1/2014	Contract Expiration Date	1/31/2017
Contracting Discipline	Laboratory	Contract Source	Dual Source
Form Required	Yes		
Class of Trade	340B/DSH Inpatient, 340B/Non-DSH Inpatient, Ambulatory Care Center, Correctional Provider, Home Health Care, Hospital, Long Term Care, Managed Care, Oncology/Cancer Center, Physician Clinic and Office, Surgery Center		

Terms & Conditions

Additional Eligibility Information

Qualification for Participation. Any MedAssets Customer (including any entity that becomes a MedAssets Customer after the Effective Date) in any location within the United States (including the District of Columbia, Puerto Rico and the U.S. Virgin Islands) and any class of trade may elect to purchase Products under this Agreement by executing and delivering to Supplier an LOC. Supplier must not allow any MedAssets Customer that withdraws or is terminated as a MedAssets Customer to purchase Products under this Agreement.

Additional Information

Termination of Existing Contracts. Any MedAssets Customer wishing to purchase any Product under this Agreement may, at its option and without any penalty or cost, terminate any Existing Contract or other arrangement with Supplier for the same Products as long as that MedAssets Customer is in compliance and not in default under that agreement.

Competitive Pricing. The prices under this Agreement must be in the aggregate equal to or better than, and the terms and conditions in this Agreement must be comparable to, those offered to any other group purchasing organizations with similar levels of compliance, exclusivity, purchase volume and mix, and commitment levels. To the extent that Supplier is not in compliance with this Section, MedAssets must notify Supplier. Within 30 days of its claim that Supplier is not in compliance, MedAssets and Supplier must negotiate in good faith to make adjustments, if any are necessary, to the pricing set forth in this Agreement or to provide the more favorable terms and conditions.

Access. If a Customer desires a third party to purchase any Product on its behalf (including an outsourced clinical engineering service provider, or a leasing company financing the acquisition), then Supplier must: (a) sell that Product to the third party at the same price, terms and conditions as though the Customer purchased the Product directly; and (b) treat that sale as a sale to that Customer (including, but not limited to, the payment of Administrative Fees).

Non-Contract Pricing. Supplier may only provide authorized distributors or a MedAssets Customer pricing for products that are: (i) the Products, (ii) products covered in another agreement between Supplier and MedAssets, or (iii) products set forth in a direct agreement between Supplier and a MedAssets Customer. If Supplier provides pricing for products not listed in (i), (ii), or (iii), above, then Supplier must only provide that pricing in

a separate file not referencing any MedAssets or Customer contract.

Products. Supplier agrees to provide MedAssets an updated Product and price listing as required.

New Products. If Supplier begins to sell a New Product not listed then Supplier must notify MedAssets within 60 days after Supplier's full commercial release of the New Product. At MedAssets' discretion, MedAssets and Supplier may amend to add the New Product at a mutually agreed-upon price.

Discontinuing Products. Supplier at its discretion may discontinue the manufacture of any Product upon notification to MedAssets at least 90 days in advance. Supplier must replace any discontinued Product with a functionally equivalent Product, if available, at a similar discount to that of the current Product price discount.

Products and Replacement Parts. Supplier must ensure that all Products and replacement parts needed to repair or maintain full functionality of the Equipment are available for not less than 7 years following the earlier of either: (i) the date when Supplier ceases to sell the Equipment or a reasonable substitute of the Equipment; or (ii) the expiration of the warranty period set forth on the Return Policy Supplier's Product Warranties, including all applicable warranty extensions. For purposes of clarity, this Section survives: (a) the Customer discontinuing the purchase of the Product; (b) Supplier discontinuing the sale of the Product; and (c) the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

New Technology. If New Technology becomes available from any source, including Supplier, then MedAssets may evaluate and contract with any supplier so the MedAssets Customers and the Customers have access to New Technology at all times. If Supplier cannot offer New Technology at comparable or lower prices, MedAssets may either: (a) amend to add Supplier's New Technology at a mutually agreed-upon price; or (b) contract with other suppliers for New Technology. Regardless of whether New Technology is added to this Agreement, Supplier and MedAssets will review in good faith the pricing for any current Product under this Agreement affected by the New Technology.

Commitment Requirements

Firm Pricing. The Price file sets forth the prices for each Product. Any Customer may purchase Products at the Access Tier pricing with no commitment by executing and delivering to Supplier an LOC. A Customer accessing a Committed Tier must (a) execute and deliver to Supplier an LOC and (b) designate the applicable Committed Tier on its LOC. Any MedAssets Customer purchasing Products under the previous contracts MS00192 or GM-492 is not required to execute and deliver to supplier a new LOC and will be slotted to the appropriate Tier when they begin purchasing under this Agreement.

Supplier must not increase these prices during the Term. Supplier may decrease the prices upon prior written notice to MedAssets, and this notice must include a proposed amended in electronic format. In addition to these prices, Supplier may offer bulk purchase options to the Customers that offer additional discounts based on a Customer's commitment in connection with MedAssets-sponsored "group buys" or other savings opportunities. All other terms and conditions of this Agreement apply to those bulk purchase options as if the prices were listed. If a bulk purchase option is offered to a Customer, then Supplier must provide written notice to MedAssets at the time of the offer.

Committed Tiers.

Committed Tier 2. If a Customer commits to Committed Tier 2, then the Customer (a) must purchase 25% of its requirements for the Pulse Oximetry Products from Supplier; and (b) may purchase Products at the Tier 2 pricing on.

Committed Tier 3. If a Customer commits to Committed Tier 3, then the Customer (a) must purchase either (i) a minimum of 100,000 incremental sensors or (ii) 70% of its requirements for the Pulse Oximetry Products from Supplier; and (b) may purchase Products at the Tier 3 pricing on.

Committed Tier 4. If a Customer commits to Committed Tier 4, then the Customer (a) must purchase either (i) a minimum of 200,000 incremental sensors or (ii) 90% of its requirements for the Pulse Oximetry Products from Supplier; and (b) may purchase Products at the Tier 4 pricing on.

Customer Groups. If a Customer Group executes an LOC on behalf of its constituent Customers (as listed on its LOC), then (a) each of the constituent Customers does not have to execute a separate LOC to access the applicable Committed Tier pricing, and (b) the Customer Group may aggregate the purchases of the constituent Customers for purposes of complying with its Committed Tier.

Compliance with Committed Tier Requirements. A Customer's compliance with its Committed Tier is based on the Customer's aggregate annual purchases. Supplier and MedAssets may conduct annual reviews of the Customers' Committed Tier compliance. If an annual review reveals that any Customer failed or is failing to purchase at the Committed Tier, then Supplier may issue written notice of non-compliance to that Customer and to MedAssets. If that Customer does not bring its purchases to the Committed Tier within 30 days of receiving notice of non-compliance from Supplier; then Supplier has no retroactive remedy and, as its exclusive remedy, Supplier may move the Customer to the applicable pricing Tier (to which the Customer's purchases qualify) for future purchases, but (a) Supplier may not assign the Customer to pricing higher than the Access Tier; and (b) Supplier must provide 30 days' prior written notice to the Customer and MedAssets indicating that the Customer is being moved to the applicable pricing Tier. If the Customer subsequently brings its purchases to the Committed Tier designated on its LOC, then Supplier must within 30 days reinstate the Customer's access to the corresponding Committed Tier pricing.

Exception to Compliance. If (a) a Customer commits to a Committed Tier under this Agreement, and (b) either (i) Supplier cannot provide any Product, or (ii) the Customer, in its sole discretion, determines that any Products do not meet their published specification; then (y) the Customer may, without penalty, purchase Comparable Products from any source, and (z) those purchases will be treated as purchases of Products for purposes of calculating the Customer's compliance with its Committed Tier requirements.

LOC Administration. Upon MedAssets' request, Supplier must send a copy of a particular Customer's LOC. A Customer may execute an LOC in any format mutually agreed to by MedAssets and Supplier. Electronic or fax signatures are binding and as acceptable as signatures written on paper. Supplier must promptly execute an LOC presented to it by a

Customer, unless Supplier has a good faith dispute as to the accuracy of the LOC. If Supplier has a good faith dispute, then Supplier must work in good faith with the Customer to promptly resolve the dispute. For purposes of clarity, Supplier is not required to extend Committed Tier pricing to any MedAssets Customer that has not executed an LOC; but Supplier may, at its sole discretion, extend Committed Tier pricing for the Products to any MedAssets Customer (regardless of whether that MedAssets Customer has executed an LOC), and those Product purchases will be treated as if made pursuant to an LOC.

LOC Acceptance. Within ten business days of receiving a Customer's LOC, Supplier must notify MedAssets (by email to LOCSupport@MedAssets.com) that Supplier has: (a) accepted the LOC, and will load it pursuant to Section LOC Effective Date and Term; (b) rejected the LOC on its merits (Supplier must copy the Customer on the notice, and must state the basis for rejection, the Customer's pricing tier, and the pricing effective date); or (c) rejected the LOC as incomplete (Supplier must copy the Customer on the notice, and must specify the information necessary to approve the LOC). For purposes of clarity, an LOC is received under this Section when the email or facsimile including the LOC is electronically received, as demonstrated by an electronic time stamp (rather than when Supplier retrieves or reviews the LOC).

LOC Effective Date and Term. Each LOC will be effective as of the date the applicable pricing Tier is loaded and effective for the applicable Customer. Within 30 days after the execution and delivery of an LOC, Supplier must load into its system the applicable pricing Tier for the applicable Customer. Beginning on the first day of the month following this 30-day period, that Customer must receive the applicable Product pricing for its selected Tier. Each LOC expires upon the expiration or earlier termination of this Agreement.

Guaranteed Supply

Failure to Supply. Absent Force Majeure as set forth in Section Force Majeure, in the event Supplier fails to perform its obligations under this Section Failure to Supply, a Customer may purchase a Comparable Product and Supplier must remit to the Customer the difference between the price of the Product as set forth on the Price File and the Customer's purchase price of the Comparable Product (not to exceed Supplier's list price for the Product). Such purchases of Comparable Products will apply towards the Customer's Committed Tier level requirements. If the Customer purchases the Comparable Product under an agreement outside the MedAssets' portfolio, Supplier is also liable to MedAssets for loss of any administrative fees resulting from such failure.

Supplier must make applicable payments to Customers and MedAssets within 30 days after receiving documentation of the amount, respectively. Supplier must give MedAssets and each affected Customer reasonable notice if Supplier is unable to supply a Product.

Order Placement Instructions

40 Parker
Irvine, CA 92618
949-297-7000

Minimum Order Requirements

There are no minimum order requirements or fees for any Product order, but a Customer must place an order only in Supplier's standard sale unit of measure.

Warranty

Product Warranties. The warranty for each Product is set forth on The Product Warranties (See Document Section).

Services Warranty. Supplier represents and warrants that: (a) its Representatives have the skills and qualifications necessary to perform services under this Agreement in a timely, competent, and professional manner and all applicable governmental requirements, laws, ordinances, rules, and regulations; and (b) Supplier is able to fulfill the technical service requirements and all other services requirements of this Agreement.

Manufacturers' Warranties. Upon any Customer's request, Supplier must provide to MedAssets and the Customer copies of all warranties for Products that Supplier receives from its vendors and all manufacturers' warranties. Supplier assigns to each Customer all vendors' and manufacturers' warranties and rights of action under these warranties and authorizes the Customers to enforce these warranties.

Warranties Cumulative. The warranties provided under this Agreement are cumulative and apply to any replacement or modification of the Products by Supplier or any of its Representatives.

Returned Goods

Returns. Any Customer may return a Product pursuant to Supplier's return policy, as set forth on The Return Policy (See Document Section).

Products & Pricing**Product Line A - All Products****Tier Number Description**

- 1 Tier 1: Access (No LOC Required)
- 2 Tier 2: Must purchase 25% of its requirement for the Products exclusively from Supplier. (LOC Required)
- 3 Tier 3: Must purchase a minimum of 100,000 incremental sensors or 70% (participation is measured per facility) of its requirements for the Products exclusively from Supplier. (LOC Required)
- 4 Tier 4: Must purchase a minimum of 200,000 incremental sensors or 90% of its requirements for the Products exclusively from Supplier. (LOC Required)

Price Protection Terms

Firm for Duration of Contract

Price Protection Fields

Net Price

Price Protection Dates

2/1/2014 - 1/31/2017

Payment Terms

Net 30 Days

Freight**FOB Point**

FOB Origin

Freight Payment Terms

Freight per Distributor Terms, Freight Prepaid and Added to Invoice

Supplier has agreed to 3rd party freight terms

No

Delivery

Delivery. Supplier must deliver an ordered Product to the Delivery Location: (a) not more than 7-10 business days after Supplier's receipt of the Customer's order for the Product; or (b) at a time mutually agreed upon between the Customer and Supplier.

Freight

All shipments direct from Supplier shall be F.O.B. Origin, with all costs of transportation prepaid by Supplier and invoiced to the Customer and all costs of insurance being paid by Supplier, with the exception of special delivery and/or air shipments requested by Customers. Such special delivery and/or air shipment charges shall be prepaid by Supplier and invoiced to the requesting Customer for such Customer's payment pursuant to the payment terms set forth in Section General Payment. No "handling" charges shall be added to any invoice under this Agreement. For Products purchased from an authorized distributor, shipping and freight terms shall be per the terms of the authorized distributor agreement.

Contact Information

MedAssets Contact

Please contact your client representative.

Supplier Representatives

Sr Mgr Contracts Admin
Brad Spector
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