SPACELABS HEALTHCARE
EQUITY SUBSCRIPTION PLAN

1. **Equity Subscription Plan Agreement**. Spacelabs Healthcare, LLC ("Spacelabs") has delivered products (the "Products") to Clinton Regional Hospital ("Customer") as specified in Exhibit A in exchange for payment of the total purchase price set forth below. The terms hereof and the Premier Healthcare Alliance Agreement PP-NS-1949 (including any end user agreement referenced therein) (the "GPO Agreement") provide for the sale of equipment, the license of software, and/or the provision of services, by Spacelabs to Customer.

2. **Termination of existing Equity Subscription Plan Agreement.** Spacelabs and Customer acknowledge that they entered into an equity subscription plan agreement dated March 5, 2024. The parties agree that any previous agreements for the listed Products are terminated and superseded by the terms hereof.

3. **Purchase Price and Subscription Terms.** The Parties agree as follows:
   - 3.1. The sum of the total payments under the Equity Subscription Plan shall be: $359,215.52
   - 3.2. Subscription Commencement Date: March 5, 2024
   - 3.3. Subscription Termination Date: July 2028
   - 3.4. Payments to date: $236,000.00
   - 3.5. Remainder of Payment Total: $123,215.52
   - 3.6. Next payment due: August 1, 2026
   - 3.7. Monthly Subscription Fee: $5,133.98. During the Subscription Term, the Customer shall make monthly payments pursuant to the Master Use Agreement in the amount specified above plus applicable fees and taxes.
   - 3.8. Customer Termination: The Equity Subscription Plan constitutes a month-to-month subscription that may be canceled by Customer effective on any payment date provided that Customer (x) provides at least 90 days prior written notice, (y) returns all items in eligible condition, and (z) pays the amount due on the payment date plus a cancellation fee equal to the amounts set forth below:
     a) Before June 30, 2027: $71,843.10
     b) After June 30, 2027: $35,921.55
   - 3.9. Spacelabs Termination: In the event Customer fails to make any payment required hereunder within 30 days of the specified payment date, Spacelabs shall have the right to terminate the Equity Subscription Plan by providing 30 days prior written notice to the Customer. In such event, Spacelabs shall have the right to access Customer's facilities, reclaim the products sold hereunder and deactivate access to services.

4. **Transfer of Title at Expiration.** Upon expiration of the Subscription Term and Customer's payment of all amounts due during the Subscription Term plus any applicable taxes and satisfaction of all obligations under the Master Use Agreement, Spacelabs will transfer title to products to Customer. Spacelabs will not transfer title to the Products if Customer cancels the equity subscription plan pursuant to Section 4.8.

5. **Enhanced Warranty.**
   - 5.1. Additional Damage Protection. During the Subscription Term, Products shall, in addition to any protection provided by applicable warranties, be entitled to damage protection, which includes repair or replacement due to physical or liquid damage for up to 6 devices a year. Additional devices damaged are subject to an applicable deductible of $750.00. Neither this extra damage protection nor any applicable Warranty covers Customer's loss of the Products.

6. **Risk of Loss**: Customer hereby assumes all risk of loss, damage or destruction for whatever reason to the Products from the date of delivery of the Products to Customer and continuing to the expiration of the Subscription Term. Customer acknowledges that it has received the Products identified in the Quotations.

7. **Insurance**: Customer shall at its own expense obtain and maintain during the term hereof: (a) commercial general liability insurance (naming Spacelabs as additional insured) for bodily injury and property damage resulting from the maintenance, use or transportation of the Products, with minimum limits of $1,000,000 per occurrence; and (b) property and casualty insurance (naming Spacelabs as sole lender loss payee) covering all risks of loss or damage to such Products from any cause whatsoever, including, without limitation, fire and theft, in an amount not less than the greater of the purchase price or replacement value thereof. All insurance will be from an insurer and in a form and amount satisfactory to Spacelabs. Customer shall deliver to Spacelabs certificates evidencing such insurance (and each renewal or replacement thereof). All policies will provide for a lender's loss payable endorsement in favor of

Spacelabs, that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Spacelabs and that, in respect of the interests of Spacelabs, no such insurance policy shall be invalidated by any action or inaction on the part of Customer.

8. **Taxes**: All assessments and taxes (except those based upon the net income of Spacelabs) which may now or hereafter become due or are imposed upon the purchase, ownership, leasing, sale, possession, use and/or disposal of the Products by a governmental authority are to be paid by Customer and Customer shall indemnify Spacelabs against all penalties, charges, interest and costs imposed with respect thereto.

9. **Order of Precedence**. In the event of conflicts between the terms of this Equity Subscription Plan and the terms of the Sales Order(s), the GPO Agreement, the terms and conditions shall be interpreted with the following order of precedence: a) the Sales Order(s), b) this Equity Subscription Plan agreement, and c) the GPO Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the last date written below.

Clinton Regional Hospital **By:** Signature:	**Spacelabs Healthcare** **By:** Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Exhibit A
Products

Part Number	Item Description	Sum of Quantity	Sum of Net Price
010-1863-00	USB Cable A-Male to B-Male 2.0, 6ft	1	$14.98
010-1971-02	PRINTER,LASERJET,HP,M507 SERIES,110V	1	$1,600.25
010-2157-00	Temporal artery thermometer	8	$4,928.00
011-0241-02	Xhibit display, 21.5" high resolution touchscreen	1	$3,500.00
012-0895-01	6' DVI Cable	2	$0.00
016-0506-00	Mount, wall channel, 19 inch GCX	2	$84.00
016-0863-00	Power Supply Holster, Wall Mounted	10	$500.00
016-0866-00	Hook, dual (undermount), arctic white	2	$80.00
016-0875-01	VHM Arm, Display, 40 lb limit	2	$970.00
016-0922-00	Docking Station for qube (91390)	2	$0.00
016-0938-00	VHM Arm, 30 lb Limit, Quick Release with Drop-In Backplate	6	$3,630.00
016-0942-00	Mounting Adapter Plate, Quick Release, for Mounts with Drop-In Backplate	6	$300.00
016-0947-00	Arm, VHM, Locking	2	$1,210.00
016-0970-00	Adapter, w/Bedrail, Dock	2	$80.00
040-1428-03	Active antenna kit, MultiBand WMTS, with 110v power supply	8	$22,400.00
040-1429-04	Active antenna kit, MultiBand WMTS, without power supply	5	$12,440.00
040-1668-00	Upgrade License for Xhibit, 96102	4	$7,417.00
084-0700-03	Patient Monitoring Service Manual, CD-ROM	3	$0.00
084-1101-05	Patient Monitoring Operations Manual, CD-ROM, English	3	$0.00
084-1479-07	Service Manual, CD, Xhibit/Telemetry	2	$0.00
084-2201-01	CD-ROM, Manual, Ops, 96281, ariaTele	1	$0.00
084-2202-01	AriaTele Service Manual, CD-ROM	1	$0.00
084-2301-06	Operation Manual, CD, Xhibit/Telemetry	2	$0.00
119-0477-00	Uninterruptible Power Supply (UPS), 750VA, 120VAC, 96280 * Not discountable	1	$1,472.40
161-0032-00	Power Cord	19	$355.30
334-5934-01	LABEL,HANDLE,MODULE,ORANGE	2	$13.04
334-5934-07	LABEL,HANDLE,MODULE,DEEPRED	4	$12.80
6064874	APC BACK-UPS BE850G2 - UPS - 450 WATT - 850 VA	1	$253.08
690-0003-01	Nellcor OxiMax DS-100A finger sensor, adult	16	$1,800.00
7000-0001-999	Trade in discount for Monitoring Products	1	-$9,850.00
700-0006-32	ECG combiner disp lead wire set,5L, multi-pinch, AAMI, 127cm/50 in, 25/bx	4	$1,530.00

700-0008-57	ECG combiner cable, 5-Lead Spacelabs monitors, AAMI	8	$540.00
700-0008-88	ECG combiner adapter, Aria Telemetry, 96281, AAMI	8	$360.00
700-0292-01	INVBP integrated adapter cable, Edwards Lifesciences, dual pressure	2	$480.00
700-0792-00	Nellcor OxiMax sensor adapter cable	8	$2,172.00
704-4624-00	NASAL CO2 CANNULA,AD W/O2,NL LH,4M,25/BX	2	$706.30
714-0018-02	NIBP hose, single tube, adult, 9ft, quick release	8	$780.00
714-0019-02	NIBP hose assy, neonatal, 9ft, quick release	1	$86.25
715-1142-10	BP cuff, TruLink vinyl, 1T, adult, 26-35cm, HP, 5/bg	8	$150.00
715-1162-10	BP cuff, TruLink vinyl, 1T, lg adult, 32-42cm, HP, 5/bg	8	$193.20
910-6102-01	Single patient license for Xhibit central station	16	$0.00
91390	Qube Compact Monitor	8	$0.00
91390-06	Six Waveforms	8	$8,063.10
91390-1	English Language	8	$0.00
91390-A	Qube, base unit	8	$35,235.90
91390-D	Perioperative	8	$1,621.80
91390-N	Vital Signs Calculations	8	$1,377.00
91390-P	Wireless (802.11 a/b/g)	2	$0.00
91390-Q	Data Shuttle	8	$1,377.00
91390-R	Patient Data Logger (PDL)	2	$0.00
91390-U	Printer	2	$0.00
91390-V	Full View	8	$2,172.60
91390-W	Full Bed Review	8	$2,034.90
91390-Z	Up to 8 Hour Battery Operation	8	$624.54
91496	Ultraview SL Command Module	8	$0.00
91496-1	English Language	8	$0.00
91496-A	Non-Invasive Parameter Set	6	$25,973.28
91496-CDHNRSV	3, 5 or 12 lead ECG w/interpretation & reasoning statement, advanced event based arrhythmia, Multi-l	2	$0.00
91496-D	12-lead diagnostic ECG with measurements and interpretation	6	$4,984.74
91496-H	Advanced Multiview Arrhythmia (MVII)	6	$5,165.28
91496-N	Nellcor SpO2	6	$4,458.00
91496-R	Adult/Neonatal Respiration	6	$1,759.50
91496-S	ST Segment Analysis	6	$1,364.76
91496-V	Varitrend 4	6	$6,530.04
92516	Capnography Pod	8	$0.00
92516-1	English Language	8	$0.00
92516-A	Capnography Pod, base unit	8	$25,704.00
94267-L19	19in Standard High Resolution Display	2	$0.00
96102-16C	Xhibit Remote Interactive Client	1	$11,612.19

96102-PREMIO	Xhibit central station, base Computer	1	$0.00
96280	Xhibit Telemetry Receiver	1	$0.00
96280-8	Xhibit Telemetry Receiver Housing, 8 Patient Bundle	1	$26,622.00
96280-A	Xhibit Telemetry Receiver, Base	1	$0.00
96280-T	T Band Receiver, 1395-1400 MHz	1	$0.00
96280--T	Quad Receiver, T Band, 96280	2	$0.00
96281	AriaTele Telemetry Transmitter	8	$0.00
96281-09	T&V Band (1400 MHz)	8	$0.00
96281-C	ECG and SpO2 Transmitter with Display	8	$17,136.00
96281-J	5-lead, AHA/AAMI color code	8	$0.00
96281-W	Wideband (50 kHz bandwidth)	8	$0.00
999-0222-51	Basic CEC Support. Includes up to 3 consecutive weekdays of customized clinical training at the time	3	$0.00
999-0222-52	Go-Live Clinical Support. Includes 3 consecutive weekdays of support during go-live. Up to 7 hours o	2	$9,700.00
999-0222-83	Additional Virtual/Remote Clinical Services: Web/phone conference based platforms, up to 30 hours o	1	$2,400.00
999-0503-27	Interactive eLearning Bundle. Bundled 1 year eLearning for monitoring devices, surveillance and Clin	1	$0.00
999-0503-30	eLearning Upgrade to Include SCORM Files. Upgrade to 5 years eLearning of all monitoring products, l	1	$950.00
999-1390-05	Qube Drive: High Res 12in and 19in displays (6 trace, 18 parameter) with “C” Module. Includes custom	2	$31,980.00
999-1510-01	SL Network Impact Analysis. Network Impact Analysis to determine and evaluate the impact of SL on th	2	$8,750.00
999-1510-13	Project Management: Manage all aspects of the equipment, technology, clinical workflow, and go-live	3	$10,500.00
999-1887-30	Service Training for Xprezzon, Qube & Xhibit - Levels 1 & 2 operation, preventative maintenance & ba	2	$0.00
999-1887-54	Service Training: Xhibit, XTR & AriaTele Telemetry Systems. Operations, Configuration and PMs - Leve	2	$0.00
999-1898-00	Enhanced Software Support Plan (ICS/XprezzNet/Xhibit). Unit price is per year.	2	$2,168.66
999-2034-00	ICS Clinical Access, ADT, and Vital Signs Interface implementation. For facilities with no more tha	1	$5,025.00
999-9999-42	Depot Support Plan. Unit price is per year. Monitoring Products only.	20	$0.00
999-9999-97	Installation	5	$11,037.38
VNN5ST-M316-10	BP cuff, SoftCheck vinyl neonatal, 1T, size 5, 8-15cm, M316, 10/bx	1	$23.29
Grand Total		**461**	**$326,559.56**