

**Advanced Sterilization Products Services Inc.**  
**SERVICE AGREEMENT TERMS AND CONDITIONS**

This “**Agreement**” shall mean these terms and conditions together with the Offer, including any addendums or exhibits referenced in the Offer. The “**Offer**” shall mean the Service Agreement Quotation. “**Seller**” shall mean Advanced Sterilization Products Services Inc. “**Buyer**” shall mean the customer set forth in the Offer. “**Effective Date**” shall mean the earliest Service Coverage Start Date set forth in the Offer.

1. **Controlling Provisions:** This Agreement shall govern the transaction and at the prices described on the Offer and shall amend any terms and conditions of Buyer's order to the extent that a conflict exists. The full understanding of the parties is embraced herein and no waiver, alteration, or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of the parties. The terms of any purchase order, invoice, or similar document used to implement this Agreement shall be subject to and shall not modify this Agreement.

2. **Acceptance:** Scheduled equipment listed in the Offer (the “**Serviced Equipment**”) is accepted by the Seller for inclusion herein, subject to the condition that Scheduled Equipment is functionally operable on the Effective Date of this Agreement and there are no open or pending service calls. In the event service has been billed under Time and Material rates (“**T&M**”), Seller will not rebill such service under this Agreement and Buyer shall pay all such T&M separately. All parts and labor to render the scheduled equipment functionally operable shall be the Buyer's responsibility and shall be subject to the prevailing time and material rates at the time of such service. Exempt from this provision is all scheduled equipment which has been under maintenance or warranty coverage by Seller immediately preceding the Effective Date of this Agreement.

3. **Service Description:** The Offer shall list the Serviced Equipment to be maintained during this Agreement along with the specific service type: (i) Full Service and/or (ii) Preferred Service (together the “**Services**”). “**Full Service**” and “**Preferred Service**” are described in detail on Appendix I.

4. **Taxes:** The Seller shall add to all charges, sums equal to any taxes, however designated or levied or based on the charges made for services rendered or parts supplied pursuant to this Agreement. This section shall not apply to organizations that are tax- exempt and provide proper supporting documentation with this Agreement.

5. **Payments:** Payment terms are net THIRTY (30) days from the date of invoice, unless otherwise agreed upon. A finance charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Buyer's outstanding balance which is not paid in THIRTY (30) days from the date of invoice. If Buyer shall fail to pay any amount when due, Seller may without notice to Buyer, suspend all Services provided in this Agreement.

6. **Adjustments.** If the Buyer believes the invoice from the Quotation contains any errors, it must notify the Seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. Buyer should identify the reason for any deductions on payment remittance, Seller will deny and not accept any unidentified deductions.

7. **Exclusions:** Service is contingent upon proper use of Serviced Equipment and observance of all operational instructions and does not cover, among other things, labor and replacement parts required because of accident, acts of God, neglect, misuse, abuse, failure of electrical power, transportation, and unusual physical or electrical stress. The following are specifically excluded from this Agreement:

- a) Operating supplies or accessories, painting or refinishing of the Serviced Equipment, or the furnishing of materials for this purpose;
- b) Electrical work external to the Serviced Equipment or maintenance of accessories, alterations, attachments or other devices furnished or not furnished by the Seller unless specifically noted;
- c) Serviced Equipment which has been modified, altered, added to, improperly repaired, serviced, installed or reinstalled by other than Seller's personnel or Buyer's personnel trained by Seller and authorized to perform service or Serviced Equipment used in violation of manufacturer's instructions or causes resulting from other than ordinary use;

- d) Damage to Serviced Equipment resulting from water quality that does not comply with Seller's specification as outlined in the applicable user guides; and/or
- e) Superficial or cosmetic damage that has no material effect on the performance or functionality of the Serviced Equipment, including, but not limited to, non-U.I. panels and Evotech basins.

8. **Access to Serviced Equipment:** Seller shall have full, free and safe access to the Serviced Equipment on each scheduled Planned Maintenance (as described further in Appendix I) or emergency service visit. Seller shall also have access to and use of any machine, service, attachments, features, or other operating supplies or accessories necessary to perform the necessary service contemplated herein at no charge to the Seller. Should the Seller be denied access to the Serviced Equipment by the Buyer at the agreed upon time, a charge equal to the waiting period times the prevailing Field Engineer hourly rate will be assessed by the Seller and accepted by the Buyer.

9. **Force Majeure:** Seller agrees to perform all service in good faith, but Seller has no responsibility or liability for loss damage or delays in delivery by reasons including, but not limited to, delays due to product shortages or by suppliers in providing materials, parts, or services; acts of God, nature, fire, flood, war, epidemics, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, or failures in telecommunications or internet services or cyber events, cyber-attacks or other cybersecurity breaches, or voluntary or mandatory compliance with any governmental act, regulation or request, or any other cause or causes beyond the Seller's reasonable control.

10. **Notice:** All written notices, described as such herein, required to be given by either party under this Agreement shall be addressed to the other party at the address shown on the face hereof, or such other address as either party may have designated by written notice to the other. Such notices shall be deemed to have been given on the date such notice is mailed to the other party.

11. **Assignment:** Seller may assign this Agreement, including its responsibilities and obligations hereunder, to its affiliates, including Seller. This Agreement shall not be assignable by the Buyer by operation of law or otherwise to any third party without the prior written consent of Seller.

12. **Serviced Equipment Location:** If the Buyer changes the location of the Serviced Equipment, Buyer must notify Seller and Seller will review the Serviced Equipment at its new location (the "**Requalification**"). If the relocation causes an increase to Seller's costs, Seller reserves the right, at its sole discretion, to cancel this Agreement upon ten (10) days notice to Buyer or to increase the amount of charges herein provided. The cost of one Requalification in a twelve (12) month period shall be covered under the Services if the Buyer has Full Service or Preferred Service on the Serviced Equipment relocated. If the Serviced Equipment is covered under a parts-only contract then Buyer shall be responsible for the applicable costs of such relocation, including Seller's labor.

13. **Component Exchange:** Seller may, at its sole discretion, exchange or modify components. Only those components that have not been altered by the Buyer in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification. Parts exchanged shall immediately become the property of Seller. Replacement parts may be new or refurbished as new at Seller's discretion.

14. **Coverage:** Services and parts not covered by this Agreement are available from the Seller at the then prevailing rates.

15. **Non-Solicitation:** Buyer agrees that, during the term of this Agreement and for a period of one (1) year following its termination or expiration, it will not solicit, offer employment or retain as independent contractor any person who is an employee, or was an employee of Seller during the preceding six (6) months, unless Seller consents in writing. Nothing herein shall prohibit Buyer from hiring Seller employees who respond to general solicitations or advertisement that are not specifically targeted to Seller's employees.

16. **Termination:** Either party may terminate this Agreement by giving SIXTY (60) days prior written notice to the other party, with termination effective as of the last day of the calendar month following the expiration of the notice period. Upon such termination, the Seller shall refund or charge the difference between the selling price of the Agreement and the value of services provided by the Seller from the effective date to the date of termination of the Agreement. Seller shall determine the value of the services provided as the greater of the amount equal to the value of all parts and labor supplied by Seller up to the date of termination calculated at the prices prevailing at the respective dates that such parts and labor were supplied, or, the remaining amortized value of the Agreement.

17. **Renewal:**

a) This Agreement may be renewed for an additional, successive yearly period by mutual written consent at the then prevailing rates. At the time the Serviced Equipment reaches seven (7) years of age and, in the opinion of Seller, an overhaul becomes necessary, an itemized estimate will be presented to the Buyer for approval before the work is started.

b) In the event this Agreement is a multi-year Agreement and Buyer elects to issue purchase orders for payment on an annual basis, then, in order to ensure uninterrupted delivery of the Service, Seller shall issue payments invoices automatically for each subsequent year of the Agreement. Such invoice shall be due pursuant to the terms of Section 6 above.

18. **Merger:** This Agreement supersedes any and all prior Agreements, understandings, or arrangements made between parties and relating to the subject matter hereof.

19. **Governing Law:** This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties consent to the personal and exclusive jurisdiction of courts located in Delaware. CLIENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT CLIENT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20. **Compliance with Law.** Buyer shall comply with all applicable federal and state laws and regulations in connection with the Products, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal- opportunity laws, and fraud and abuse laws.

21. **Indemnification.** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party, and its affiliates, and their respective officers, directors, employees, agents, successors and assigns (collectively, the “Indemnified Parties”), against any and all claims brought by a third party, including reasonable attorneys’ fees, arising out of an Indemnifying Party’s gross negligence or willful misconduct.

22. **Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFIT, REVENUE OR GOOD WILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT, NOR SHALL EITHER PARTY PARTY’S MAXIMUM AGGREGATE LIABILITY BE GREATER IN AMOUNT THAN THE ACTUAL FEES PAID BY BUYER TO SELLER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE TIME TO WHICH SUCH CLAIM OR RECOVERY IS MADE.

23. **Confidentiality.** The receiving party agrees to (a) hold the following Confidential Information in strict confidence and not disclose the same to any other person or entity, except as provided herein; all pricing and terms relating to or contained in this Agreement, all product and Service data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this Agreement and all information derived from the foregoing (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (c) use Confidential Information only to fulfill its obligations under this Agreement and for internal business purposes; and (d) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by Buyer or Seller.

24. **Government Program Participation.** The Seller represents that it has not been excluded from participating in any “federal health care program”, as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. Buyer represents that it has not been excluded from participating in any “federal health care program”, as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If either party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this Agreement, then such party will notify the other party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this Agreement effective upon written

notice to the other party.

**The Agreement is subject to and conditional upon pre-inspection of the Serviced Equipment in the event such Serviced Equipment has been out of warranty or not covered under a service agreement for more than 6 months prior to the start date of the Agreement. However, if the Serviced Equipment has been confirmed by Seller to meet Seller’s specifications within 90 days prior to the start date of the Agreement, such pre-inspection is not required.**

This Agreement is the entire agreement between the parties concerning the subject matter of the Offer and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement.

**Appendix I**

**Description of Services:**

<b>FULL SERVICE PLAN DETAILS</b>	
Technical Support	All service agreements come with unlimited ASP technical service support including system, telephone troubleshooting assistance, and scheduling/dispatch of on-site support as needed. Technical support is available Monday through Friday, 7 am – 7 pm Pacific Time (excluding national holidays).
Corrective Maintenance (CM)	Corrective Maintenance (CM) includes next-available opening service and support Monday - Friday from 7 am to 7 pm with unlimited non-user-error CM. Includes parts, labor and travel.
Planned Maintenance (PM)	PM is performed as determined by the manufacturer. All necessary parts, labor and travel for planned maintenance is performed by ASP Technicians.

<b>PREFERRED SERVICE PLAN DETAILS</b>	
Technical Support	All service agreements come with unlimited ASP technical service support including system, telephone troubleshooting assistance, and scheduling/dispatch of on-site support as needed. Technical support is available 24 hours a day, 7 days a week, 365 days a year.
Corrective Maintenance (CM)	Preferred service customers are entitled to an unlimited number of non-user-error CM calls. Includes parts, labor and travel. Preferred service customers receive prioritized response time.
Planned Maintenance (PM)	PM is performed as determined by the manufacturer. All necessary parts, labor and travel for planned maintenance are performed by ASP Technicians.