

## AGILITI STANDARD RENTAL TERMS & CONDITIONS

**1. Purpose and Scope.** Customer will rent equipment, which includes standard accessories (collectively the "Equipment") identified in the Fixed Quantity Rental Form ("FQRA") in the quantities specified on such form or on the Supplemental Rental Contract for use in the U.S.

**2. Termination.** Either party may terminate the agreement at any time for material breach or insolvency provided the non-defaulting party gives the other party written notice detailing the nature of its material breach. If the material breach remains uncured 30 days after notice to the breaching party, or if the breach is of a nature that cannot reasonably be cured in such 30-day period and the breaching party has failed to diligently commence and pursue actions necessary to cure the breach, the non-defaulting party may terminate the agreement at any time by providing written notice of the date of termination to the other party. If Customer fails to rent Equipment in the full quantities or time period specified in the FQRA, Customer will pay to Agiliti Health, Inc. ("Agiliti") as liquidated damages 50% of the sum of the remaining fees due. When this agreement ends, Customer will return the Equipment to Agiliti. This agreement supersedes and replaces any existing agreement between the parties covering the rental of the same category of equipment and is the entire agreement between the parties relating to Equipment rental.

**3. Fees.** Rental fees listed in the FQRA or Supplemental Rental Contract are exclusive of taxes and incremental third party costs incurred based on Customer direction. Supplemental Rental Contract pricing is contingent upon Customer's agreement to use Agiliti to meet at least 90% of its rental needs, measured as a percentage of Customer's aggregate rental spending during the term of this agreement for the category of equipment listed in the Supplemental Rental Contract ("Commitment Level"). Upon request, Customer shall execute and provide to Agiliti a Commitment Attestation Form verifying its Commitment Level. In the event Customer fails to maintain its Commitment Level, Customer forfeits the discounted FQRA and/or Supplemental Rental Contract pricing and Agiliti reserves the right to amend Customer's pricing to Agiliti's current list price upon thirty (30) days prior notice. Agiliti may increase Fees 3.5% once every 12 months. The increase is applied on a cumulative basis beginning on either the Agreement Effective Date or date of last increase, whichever is later. Not raising Fees is not a waiver of Agiliti's right to do so. Payments are due 30 days from the date of invoice. Any late payments may be assessed an additional fee of 1.5% per month (18% per annum) or the maximum rate allowable by law, whichever is less. All sales, use, excise or similar taxes and third party costs relating to the Equipment rental are Customer's sole responsibility. To the extent Customer submits any claims for reimbursement for Fees paid under this agreement to any federal payment program through a cost report or analogous mechanism, Customer shall fully and accurately report any discounts

received through FQRA and/or Supplemental Rental Contract pricing.

**4. Equipment Delivery and Care.** Agiliti will deliver Equipment to Customer's designated location in patient-ready condition. Upon delivery, Customer will sign an equipment transfer or other required documentation. For any Equipment Customer rents from Agiliti that includes an electronically loadable memory, which Customer can customize (e.g., by loading a drug library), Customer must erase all information it loads before returning the Equipment to Agiliti. Customer is responsible for loss or damage to Equipment from the time of receipt until it is returned to Agiliti. Customer will keep Equipment free of all encumbrances. Customer authorizes the filing of any and all appropriate documentation, including UCC financing statements, to acknowledge Agiliti or the manufacturer's ownership interest. Customer will not remove or obscure any identification that evidences Agiliti or the manufacturer's ownership. Customer will not move or allow the removal of Equipment from the premises to which it is delivered by Agiliti, without Agiliti's prior written consent. Agiliti may, at any time on reasonable notice to Customer, inspect the Equipment. Rental fees accrue until Agiliti's return receipt or Customer's purchase of the Equipment. If Equipment is damaged by abuse or neglect, the actual cost of repairs will be paid by Customer at Agiliti's then current labor rates and replacement part charges. Equipment, which is lost or cannot be repaired, will be paid by Customer at its fair market value, as determined by Agiliti except that accessories will be billed at standard cost.

**5. Equipment Inspection.** Agiliti will contact Customer and arrange for Equipment pick up at least 30 days before the due date for any inspection, maintenance or other required services as indicated on the Equipment or communicated by Agiliti. Agiliti will provide replacement Equipment to maintain the quantity specified in the FQRA and on Customer request. Agiliti will perform functional and electrical inspections in accordance with manufacturer's guidelines, Agiliti's customary practices and the procedures and intervals listed in the Agiliti functional check out procedures and in compliance with the applicable standards of The Joint Commission and the National Fire Protection Association ("NFPA 99"). Agiliti is not responsible for any damages or injury that may arise from Customer's failure to make Equipment available for inspection or services or for the continued use of a unit of Equipment or part after it is identified as nonfunctional. Customer will give Agiliti notice of the failure of any unit of Equipment to perform in accordance with manufacturer's specifications when patient injury results. Customer will give the notice within 24 hours of discovering the failure and will include sufficient details to permit the parties to collaborate on developing an investigation plan. Customer will obtain Agiliti's written consent, before performing or allowing a third party to perform any Equipment investigational analysis or operational verification testing.

**6. Compliance.** Agiliti represents that it is not debarred, suspended or declared ineligible to market or sell items or services for which reimbursement may be made by Federal health care programs and is not included on the GSA or HHS/OIG Exclusion List. To the extent required by law,

Agiliti will make available to the Secretary of the U.S. DHHS, the Comptroller General or any of their duly authorized representatives Agiliti's books, documents and records necessary to verify the nature and extent of the cost of services performed pursuant to this Agreement for up to 4 years after such services are furnished.

**7. Excusable Delays.** Any delay or failure in performance other than non-payment will be excused to the extent caused by an extraordinary event or occurrence beyond the reasonable control of the non-performing party, including without limitation, fires, floods, windstorms, explosions, strikes, walk outs, riots, natural disasters, mechanical breakdowns, power outages, interruptions in telecommunications, material shortages, acts of terrorism, wars and changes in law, policy or inflationary pressure that render performance of services by Agiliti commercially impracticable. The affected party will give the other party prompt notice of the delay or failure and the reason thereof and will exert commercially reasonable efforts to remove the causes or circumstances of non-performance with reasonable dispatch.

**8. Assignment.** Customer may assign the agreement only upon Agiliti's prior written consent, which will not be unreasonably withheld.

**9. Governing Law.** The laws of Minnesota govern, notwithstanding its conflict of laws rule.

**10. Disclaimer of Warranties and Liability**

**Limitation.** Agiliti is not a manufacturer of Equipment and disclaims all warranties. Customer's sole remedy for breach of a manufacturer's warranty is against the manufacturer.

**AGILITI MAKES ABSOLUTELY NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, CONDITION OR PERFORMANCE OF EQUIPMENT OR PATENT INFRINGEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE. UNDER NO CIRCUMSTANCES SHALL AGILITI BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONTINGENT DAMAGES WHATSOEVER WITH RESPECT TO CLAIMS MADE UNDER THIS AGREEMENT OR BY ANY CONSUMER OR OTHER USER OF EQUIPMENT OR SUPPLIES. EQUIPMENT AND SUPPLIES, INCLUDING WITHOUT LIMITATION ANY PROGRAMMED SOFTWARE, ARE RENTED OR SOLD "AS IS." AGILITI' LIABILITY, AT AGILITI' OPTION, IS LIMITED TO REPERFORMANCE OF THE SERVICES OR A REFUND OF THE SERVICE FEE PAID BY CUSTOMER TO AGILITI. THIS DISCLAIMER OF LIABILITY FOR ALL DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY**

**PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.**

**11. Notices.** All required notices will be in writing and will be deemed to have been given as indicated if delivered in person or by U.S. mail, provided that the notice is properly addressed to the address provided in the FQRA or Supplemental Rental Contract or such other address as has been given by proper notice and directed to the attention of the Contracts Department in the case of Agiliti and to the attention of the title of the person signing the agreement in the case of Customer.

**12. Equal Opportunity Employer.** Agiliti is an Equal Opportunity Employer and complies with Executive Order 11246 and hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.