

STAT KIT® Emergency Medication Management Agreement

CUSTOMER:		CUSTOMER SHIP-TO #:		PURCHASE ORDER/QUOTE #:	
CONTACT:					
GPO:		GPO Member Number:		DATE:	

This STAT KIT® Emergency Medication Management Agreement (“Agreement”) between Henry Schein Medical, a division of Henry Schein, Inc. (“Henry Schein”) and the customer listed above (“you” or “Customer”), including the attached Terms and Conditions (and, to the extent you use the OnTraq™ Software, the OnTraq™ Software Terms and Conditions referenced below) (together, this “Agreement”) includes (i) the number of STAT KIT(s) which you are ordering from Henry Schein, (ii) your membership in the Program (as defined below) under this Agreement with respect to such ordered STAT KITS, as well as other terms and conditions of your membership.

The Program includes (i) the supply of the ordered STAT KITS(s) and (ii) replenishment of medications contained in such STAT KIT(s) (“Medications”) which during the Term of this Agreement have expired; and (iii) the replacement of any Medications in STAT KITS which during the Term are used for no more than two (2) emergency events (“Emergency Events”) per year (collectively, the “Program”). Additional Medications used during and replaced after Emergency Events replacements will not be a part of the Program and will be billed at then applicable retail prices. You acknowledge and agree that any STAT KITS ordered by you and all Medications to be replenished or replaced hereunder, or otherwise ordered by you shall be drop shipped to you by HF Acquisition Co. LLC dba HealthFirst International (“HealthFirst”) and that Henry Schein will have no liability for any failure of HealthFirst to provide such STAT KITS or Medications. Your membership in the Program does not include ownership of the STAT KIT containers or boxes in which the Medications are stored (“STAT KIT Containers”) which are being loaned to you as part of the Program, and you agree that (i) you will not order or purchase any Medications or similar medications from any third party for use in or with the STAT KIT Containers, and (ii) you will return the STAT KIT Containers to Henry Schein within 30 days after any expiration or termination of this Agreement.

Included in your membership in the Program is access to OnTraq™, HealthFirst’s online dashboard that displays the status of the Customer STAT KIT Medications and pending shipments. To create your OnTraq™ account, log on to ontraq.statkit.com, and complete the sign-up process, by accepting the terms and conditions of the OnTraq™ SaaS Agreement (“OnTraq™ Terms and Conditions”). Complete instructions will be sent with your welcome kit as well as with your first shipment of Medications.

The initial term of this Agreement is one (1) year (“Initial Term”) which begins on the date the applicable STAT KIT is shipped to you. This Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party terminates this Agreement no less than 60 days prior to the conclusion of the Initial Term or any Renewal Term, as the case may be. Billing and collections hereunder shall be administered by Henry Schein. Billing will begin promptly following the first shipment of Medications. Invoices must be paid to Henry Schein within 30 days of the invoice date. Billing will occur either annually or quarterly, depending on your choice of billing cycle below.

By signing this Agreement, you hereby agree to enroll in the Program based on the terms and conditions set forth in this Agreement. Once we receive (i) a signed copy of this Agreement with all applicable information filled out, (ii) your completed license and shipping address information, HealthFirst will ship your selected STAT KIT model(s) to you. This is to ensure that HealthFirst can accurately track the Medications and expiration dates for replenishment or replacement, including in the event of any Medication recall.

Customer will be billed \$ _____ [] quarterly [] annually (see STAT Kit table below)

To request replacement of Medications used during an Emergency Event under the Program, please contact HealthFirst at 1-855-300-3583. Your welcome kit will also include this information.

If there is an ongoing manufacturer back order on any Medications ordered by you, these may not be sent with your applicable shipment. If at any time Medications managed under this Program are unavailable, whether due to manufacturer back orders, shortages or any other reason, HealthFirst may supply an equivalent medication type which may be from an alternate manufacturer or in an alternate form factor (e.g.: one 10mL vial may be substituted for two 5mL vials). All such substitutions will be the equivalent medication formulation, volume, strength and dose.

(*OnTraq is a registered trademark HF Acquisition Co., LLC. All orders are fulfilled by HF Acquisition Co., LLC.)

For program questions, please contact Henry Schein at 877-523-7468.

For questions on medications, including shipments and/or delivery, contact HealthFirst at (855) 300-3583 or email: customerservice@statkit.com.

Kit	HS Item#	Bill Cycle	Price	Kit Quantity	Ext. Price
STATKIT 550 EmergMedMgmt	1328940	Quarterly	\$240.99		
STATKIT 550 EmergMedMgmt	1328955	Annually	\$960.99		
STATKIT 550AI EmergMedMgmt	1359990	Quarterly	\$305.99		
STATKIT 550AI EmergMedMgmt	1359989	Annually	\$1,220.99		
STATKIT 750 EmergMedMgmt	1328958	Quarterly	\$430.99		
STATKIT 750 EmergMedMgmt	1328960	Annually	\$1,720.99		
STATKIT 750AI EmergMedMgmt (AI= addition of Pedi-injector)	1328990	Quarterly	\$480.99		
STATKIT 750AI EmergMedMgmt (AI= addition of Pedi-injector)	1328992	Annually	\$1,920.99		
STATKIT Z-1000 EmergMedMgmt (Adult and Pedi- auto-injector)	1386850	Quarterly	\$480.99		
STATKIT Z-1000 EmergMedMgmt (Adult and Pedi- auto-injector)	1386913	Annually	\$1,920.99		
Total Quarterly or Annual Price					

ENROLLMENT PROCESS:

In order to fulfill this order, we require the following information for each facility to be on file with Henry Schein:

Facility Name *	Physician/Medical Director Name*	Phone#*	Ship to Address:*	Medical License Number*	DEA License Number -for controlled substances (must match to Physician and ship to address)*
-----------------	----------------------------------	---------	-------------------	-------------------------	--

*Customer represents that it has all licenses, permits and certifications needed to purchase, use and dispense STAT KITS and Medications and agrees to notify HealthFirst immediately of any changes to the above information, including any changes to or loss of any applicable licenses, permits and certifications.

Accepted and agreed:

Customer Company Name: _____

Customer Signature: _____
(signature must be by authorized Customer representative only)

Printed Name and Title: _____

Customer e-mail address (for advance shipment/recall notices): _____

Date: _____ (“Effective Date”)

(*OnTraq is a registered trademark HF Acquisition Co., LLC. All orders are fulfilled by HF Acquisition Co., LLC.)

STAT KIT® Emergency Medication Management Agreement Terms and Conditions

These Terms and Conditions and the OnTraq™ Terms and Conditions (to the extent applicable (together, the “**Terms and Conditions**”) are incorporated into and made a part of the STAT KIT Emergency Medication Management Agreement (“**Form Agreement**”) to which these Terms and Conditions are attached (the Form Agreement and these Terms and Conditions collectively referred to as the “**Agreement**”), which Agreement is effective as of the date set forth on the Form Agreement (the “**Effective Date**”) and is between the customer identified on the Form (“**Customer**”) and Henry Schein, Inc. (“**Henry Schein**”) (each, a “**Party**” and together, the “**Parties**”). Capitalized terms not otherwise defined in these Terms and Conditions shall have the meaning set forth in the Form Agreement. The Parties agree as follows:

1. **Subscription.** Customer hereby enrolls in and subscribes to the STAT KIT Emergency Medication Management Program described in the Agreement (“**Program**”) with respect to the STAT KITS ordered and listed in Form Agreement (by model descriptions identified in the Form Agreement) and the Medications contained therein (collectively, the “**Products**”).
2. **Term and Termination.** The initial minimum one (1) year Program term is specified on the Form Agreement (“**Initial Term**”). This Agreement shall automatically renew for successive one (1) year terms (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless either Party terminates the Agreement by written notice provided to the other Party at least 60 days’ prior to the start of a Renewal Period. Either Party may terminate this Agreement upon the other Party’s material breach if the breaching Party fails to cure such breach within the thirty (30) day period following notice. Additionally, Henry Schein may terminate this Agreement at any time if it has reason to believe that Customer may be unable to continue to pay the Membership Fee or believes the Program or any of its or Henry Schein’s or HealthFirst’s activities hereunder may be inconsistent with applicable laws and/or regulations.
3. **Membership Fees; Payment Terms.**
 - (a) The fee for the Program (“**Membership Fee**”) for the Initial Term is set forth on the Form Agreement. Henry Schein and/or HealthFirst reserves the right to change the Membership Fee pricing and billing methods applicable to any Renewal Term by providing notice to Customer at least thirty (30) days prior to the start of such applicable Renewal Period Date; provided, however, that Henry Schein and/or HealthFirst reserves the right to increase the Membership Fee at any time during the Initial Term upon thirty (30) days’ notice to Customer to reflect any increases in its costs for providing the Program to Customer.
 - (b) Payments of the Membership Fee shall be made on an annual or quarterly basis as set forth in the Form Agreement with the first such payment due and payable upon the Effective Date set forth in the Form Agreement. Except as set forth in this Agreement, Membership Fees are non-refundable and Customer agrees to pay the total amount of the initial one-year Membership Fee and any Annual Renewal Terms regardless of whether Customer continues to use the Program during any such period or discontinues such use at any time during any such period. Customer hereby authorizes Henry Schein to charge Customer’s chosen payment method upon the Effective Date, and again at the beginning of each subsequent Renewal Term. The Membership Fee does not include any applicable taxes, which shall be Customer’s responsibility. Late payments will be subject to interest at the lower of the 1.5% per month or the highest amount per month allowed by law.
4. **OnTraq™ Software.** As part of the Program and included in the Membership Fee is access to HealthFirst’s **OnTraq™** software which is used to track and manage product inventory and fulfillment needs (“**Software**”). The terms and conditions of Customer’s use of the Software are contained in the OnTraq™ Terms and Conditions which are hereby accepted by Customer and must be accepted again by Customer prior to any use of the Software. The OnTraq™ Terms and Conditions are included in the definition of “**Agreement**” hereunder.
5. **Ownership.** HealthFirst and/or Henry Schein (or their designees) own the STAT KIT Containers and all intellectual and proprietary rights associated with Program, including, without limitation, with respect to any Products, related services and the Software. As such, Customer may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Program, including, without limitation, with respect to any related services and the Software, in whole or in part except as expressly authorized by Customer.

(*OnTraq is a registered trademark HF Acquisition Co., LLC. All orders are fulfilled by HF Acquisition Co., LLC.)

6. **Warranties, Disclaimers, and Limitations of Liability.** THE PROGRAM, THE SOFTWARE, THE PRODUCTS (INCLUDING THE MEDICATIONS AND STAT KIT CONTAINERS) AND ANY RELATED SERVICES (COLLECTIVELY, THE "PROGRAM PRODUCTS AND SERVICES"), ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER HENRY SCHEIN OR HEALTHFIRST MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OF THE PROGRAM PRODUCTS AND SERVICES WILL MEET CUSTOMER'S OR ANY END USER'S REQUIREMENTS OR EXPECTATIONS OR THAT RESULTS FROM USE OF THE PROGRAM PRODUCTS AND SERVICES WILL BE ACCURATE, RELIABLE OR SUITABLE FOR CUSTOMER'S OR ANY END USER'S PURPOSES. WITH RESPECT TO THE MEDICATION, CUSTOMER AGREES TO LOOK SOLELY TO THE MANUFACTURER THEREOF WITH RESPECT TO ANY CLAIMS, LOSSES, DAMAGES OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY PRODUCT LIABILITY CLAIMS.

IN NO EVENT SHALL HENRY SCHEIN OR HEALTHFIRST OR THEIR AFFILIATES BE LIABLE TO ANY CUSTOMER OR ANY END USER WITH RESPECT TO THIS AGREEMENT AND/OR ANY OF THE PROGRAM PRODUCTS AND SERVICES, FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES, (B) LOSS OF PROFITS, (C) BUSINESS INTERRUPTION, (D) LOSS OF OR DAMAGE TO REPUTATION OF ANY PARTY, OR (E) ANY DAMAGES AWARDED IN ANY DISPUTE BETWEEN CUSTOMER AND ANY THIRD PARTY.

HENRY SCHEIN AND HEALTHFIRST (AND THEIR AFFILIATES') MAXIMUM COMBINED AGGREGATE LIABILITY TO CUSTOMER FOR ANY CLAIMS, DAMAGES, LIABILITIES, INJURIES OR CAUSES WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE PROGRAM PRODUCTS AND SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY CUSTOMER TO HENRY SCHEIN IN CONNECTION WITH SUBSCRIBING TO THE PROGRAM HEREUNDER IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) US ONE HUNDRED DOLLARS (\$100).

7. **Indemnity.** Customer agrees to defend, indemnify and hold harmless Henry Schein and HealthFirst and their respective affiliates and each of their directors, officers, employees, agents and contractors from and against all damages, costs, liabilities and expenses (including reasonable attorneys' fees) incurred in connection with any claim or demand arising out of: (i) Customer's (or any third party's) use of or access to Customer's Program membership or account or any of the Program Products and Services other than as expressly provided in and authorized by this Agreement, (ii) Customer's or any third party's negligent or willful actions or omissions, willful misconduct, violation of applicable laws or breach of this Agreement, or (iii) the infringement by Customer or any third party of any intellectual property or other right of any person or entity. Henry Schein reserves the right, at Customer's expense, to assume the exclusive defense and control of any matter for which Customer is required to indemnify Henry Schein hereunder and Customer agrees to cooperate with our defense of these claims.
8. **Electronic Communications.** The communications between Customer and Henry Schein and HealthFirst may be via electronic means, whether via posting on any websites or communications with Customer via e-mail. For contractual purposes, Customer (1) consents to receive communications from Henry Schein and HealthFirst in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Henry Schein or HealthFirst provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Customer's statutory rights.
9. **Cost Reporting.** The costs for any replenished or replaced Products in Customer STAT KIT units covered by this Agreement (which Products are limited to those Products listed in the Medication List included in this Agreement which are replenished solely due to expiration and/or replaced solely due to usage during an Emergency Event) are included in the cost of each Customer STAT KIT unit and paid for through Customer's Membership Fees. There is no individual charge or cost for replenished Products, other than as being part of the applicable Customer STAT KIT unit. Customer acknowledges that it will not bill or invoice third party payers including Medicare, Medicaid, TRICARE, CHIP or any other state or federal health care programs separately for any replenished Products, nor list individual costs for replenished Products (apart from the total cost of the Customer STAT KIT units on which such replenished Products are carried) on any cost reports submitted to any such third-party payers.
10. **Miscellaneous.** This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. The failure of Henry Schein to exercise in any respect any right provided for herein shall not be deemed a waiver of that or any further rights hereunder. Henry Schein shall not be liable for any failure to perform its obligations hereunder and/or with respect to the Program Products and Services where such failure results from any cause beyond its reasonable

(*OnTraQ is a registered trademark HF Acquisition Co., LLC. All orders are fulfilled by HF Acquisition Co., LLC.)

control, including, but not limited to, mechanical, electronic, or communications failure or degradation. If any provision of this Agreement is found to be unenforceable, invalid or illegal, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer. Customer agrees that this Agreement, and the documents and materials incorporated herein by reference, are the complete and exclusive statement of the mutual understanding of Customer and Customer, and supersede all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or other relationship is created as a result of this Agreement and neither Customer nor the Customer shall have any authority of any kind to bind the other in any respect whatsoever.