

Schedule 1: Standard Terms and Conditions of Master Agreement

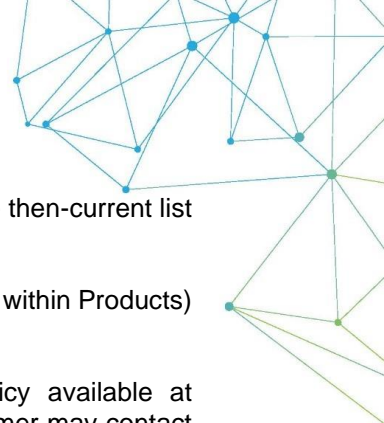
Standard Terms and Conditions are available at www.zimmerbiomet.com/en/suppliers.html, a copy of which is included below.

Copy of Standard Terms and Conditions of Master Agreement

1. **Definitions.** Capitalized terms have the meanings given in this Section or as otherwise provided in this Master Agreement.
 - a. **"Affiliate"** means, with respect to any person or entity, any other person or entity that directly or indirectly, controls, is controlled by or is under common control with, such person or entity. Solely for purposes of this definition, the term "control" (including without limitation the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. **"BAA"** means, if applicable, the Business Associate Agreement entered into between the Parties.
 - c. **"Claim"** means any demand, action, suit, claim, investigation or proceeding, of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law, in equity or otherwise.
 - d. **"Consigned Products"** are those Products that are provided to Customer by or on behalf of Zimmer Biomet on a consignment basis, including without limitation Products identified as Consigned Products on a PA. Consigned Products are either Long Term Loan Products or Short Term Loan Products.
 - e. **"Disposable"** means any Product which is identified as "Disposable" under the applicable Attachment or which is provided with a Product and is labeled, or by its nature intended, for single use ancillary to the use of such Product.
 - f. **"Equipment"** means any Product which is identified as "Equipment" under the applicable Attachment or which is provided with a Product and is labeled, or by its nature intended, for use as a tool in a procedure involving such Product.
 - g. **"FDA"** means the U.S. Federal Food and Drug Administration.
 - h. **"Implants"** means Products intended to be used as implants in patients.
 - i. **"Indemnitees"** means the Indemnified Party (as defined in Section 17(d) of this Schedule) and its Affiliates and its and their respective shareholders, directors, officers, employees and agents.
 - j. **"In Part"** means, with respect to affected Services, to terminate the applicable SOW for such Services and with respect to affected Products, to terminate an outstanding order for such Products or a consignment for such Products.
 - k. **"Long Term Loan Products"** means Products which are provided to Customer in the quantities listed in any Consignment Agreement hereunder or in such other quantities as are otherwise agreed on by the Parties and left on Customer's premises.
 - l. **"Losses"** means liabilities, damages, losses, costs and expenses, including without limitation reasonable attorneys' fees.
 - m. **"PHI"** has the meaning given to the term "protected health information" at 45 C.F.R. § 160.103.
 - n. **"Platform"** means the entire suite of Services provided by Zimmer Biomet to Customer under a SOW.

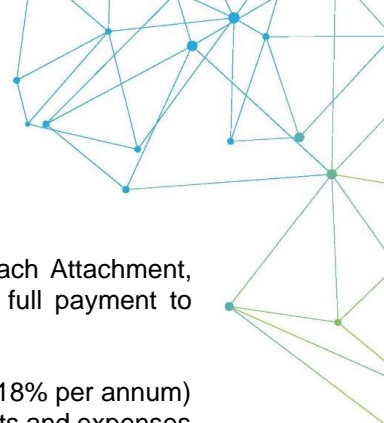


- o. **“PO”** means a purchase order provided by Customer, and accepted by Zimmer Biomet, for Products and incorporating this Master Agreement by reference.
 - p. **“Products”** means (i) the deliverables, including without limitation Software, set forth in an Attachment, and (ii) any other deliverables or other items, which may include Disposables, Equipment, and /or Implants that Zimmer Biomet actually provides to Customer.
 - q. **“Purchased Products”** means Products that are not Consigned Products.
 - r. **“SaaS Services”** means the software as a service(s) and other hosted services set forth in an Attachment.
 - s. **“Services”** means the services set forth in an Attachment. “Services” includes SaaS Services.
 - t. **“Short Term Loan Products”** means Products that are provided on an as-needed or Just-In-Time (JIT) basis and are intended to be implanted into a patient or removed from Customer’s premises after use.
 - u. **“Single-Use Product”** means any Product that is labeled “For Single Use” or “Single Use Only” or “Do Not Reuse” or otherwise labeled to indicate that the Product is to be used once in delivering patient care.
 - v. **“Software”** means the object code for any software specified in an Attachment or embedded in a Product or otherwise provided by or on behalf of Zimmer Biomet, to Customer incident to a Product, and any updates or customizations thereto which Zimmer Biomet provides to Customer.
 - w. **“SOW”** means a Statement of Work entered into by the Parties setting out Services to be provided by Zimmer Biomet to Customer and incorporating this Master Agreement by reference.
 - x. **“Third Party Contributors”** means licensors or service providers providing any portion of the Services, Products or content available thereon, which Zimmer Biomet provides to Customer or which such third party provides, pursuant to an Attachment or PO, directly to Customer.
2. **Commitment to Provide Services and Products.** Zimmer Biomet will use commercially reasonable efforts to fill orders for Services and Products and meet mutually-agreed delivery dates. In the event that Zimmer Biomet does not provide the Services or Products, Customer may, as its sole and exclusive remedy for any failure to provide the Services or Products, cancel the order for the delayed Services or delayed Products.
3. **Delivery of Services and Products.** On-premises Services and Products will be provided to the locations and in the manner set forth in the applicable Attachment, or, if no location is specified, then to the address mutually agreed to by the Parties. Customer will not transfer any on-premises Services or Products from one location to another. Customer will provide access to Customer’s premises, employees, contractors, and equipment and will provide information as Zimmer Biomet reasonably requests to perform this Agreement. Shipping will be FOB Destination with costs to be paid in accordance with the applicable Attachment or, if not specified, all such costs will be paid by Customer.
4. **Ownership of Products.** Products provided by or on behalf of Zimmer Biomet are purchased or leased by Customer or consigned as Long Term Loan Products or Short Term Loan Products. Products will be deemed purchased, and title will transfer to Customer, at the point of use by the Customer, unless otherwise specified in an Attachment or other agreement of the Parties.
5. **Damage to Products.** Customer will be solely responsible for all losses resulting from damage to, contamination of or destruction of the Products (**“Damaged Products”**) from and after the time of receipt, including without limitation all risk of loss for any Products which are missing or damaged while in Customer’s possession, except that damage to instruments caused by reasonable wear and tear or Products with a manufacturing defect will be the responsibility of Zimmer Biomet. Zimmer Biomet will remove such Consigned Products from Customer’s possession at no cost to Customer. All other Damaged Products will be invoiced to



Customer at the price indicated in the Attachment, and if not included in an agreement, at the then-current list price.

6. **Software and SaaS Services.** Any Software (including without limitation software embedded within Products) or SaaS Services will be subject to the terms of the applicable Attachment.
7. **Returns.** Returns will be processed in accordance with Zimmer Biomet's Return Policy available at www.zimmerbiomet.com/en/suppliers.html which may be amended from time to time. Customer may contact its local Zimmer Biomet sales representative for additional information.
8. **Restrictions on Use of Products.**
 - a. Customer agrees not to sell, resell, distribute or otherwise make available any Products to any third party, without the prior written consent of Zimmer Biomet; provided, that the foregoing will not limit the use of an Implant in new condition in one, and only one, patient.
 - b. Zimmer Biomet conveys no right in any patented Single-Use Product other than the right to use those units once. Zimmer Biomet does not grant the Customer or any other person or entity any license to reprocess, remanufacture or reconstruct any Single-Use Product.
9. **Controls on Use.** If applicable, Zimmer Biomet may include a license key or other means (e.g., automated features to track and log utilization) within any Services or Products to monitor the use thereof and enforce any restrictions on use under this Agreement. Any data about the utilization of the Products or Services ("**Log Information**") may be used and disclosed by Zimmer Biomet for Zimmer Biomet's business purposes, including without limitation to meet obligations imposed by the FDA.
10. **Purpose and Use of Services.** Customer is requesting the Services for health care operations purposes, within the meaning of 45 C.F.R. § 164.501. Any decisions or actions taken by Customer as a result of insights gained from the Services will be the sole responsibility of Customer.
11. **Discontinued Products.** Except as otherwise required by applicable law, the decision to discontinue any Product, Product line, Service or business segment will be in Zimmer Biomet's sole discretion and will not constitute a breach. Customer's sole remedy will be to cancel the applicable order for the Product or terminate the applicable Attachment, in each case on sixty (60) days' prior written notice to Zimmer Biomet.
12. **Non-Conformance.** Customer will (i) inspect received Products within one (1) business day of receipt; (ii) verify the count and quality of shipments; and (iii) advise Zimmer Biomet in writing of any non-conformities with the documentation within three (3) business days of receipt. Zimmer Biomet will, at its option and as Customer's exclusive remedy for any nonconformance, correct or repair such nonconformance, or replace the nonconforming Product with conforming Product. Customer will retain any rejected Products at Customer's facility as requested by Zimmer Biomet to allow an opportunity for inspection by Zimmer Biomet.
13. **Customer Responsibilities.**
 - a. Effective utilization of the Products or Services and associated transmission of information from the Products or Services may require certain technical prerequisites as detailed in associated instructions for use or other documentation provided to Customer or to a patient. Zimmer Biomet is not responsible for any Products or Services with regards to any Customer or patient for whom the prerequisites are not met. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND FUNCTIONAL OPERATION OF ITS OWN COMPUTER NETWORK AND INTERNET ACCESS.
 - b. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS WITH REGARD TO USE OF THE PRODUCTS OR SERVICES. IN NO EVENT WILL ZIMMER BIOMET BE LIABLE FOR CUSTOMER'S NON-COMPLIANCE WITH ANY LAW, RULE OR REGULATION RESULTING FROM CUSTOMER'S USE OF THE PRODUCTS OR SERVICES.

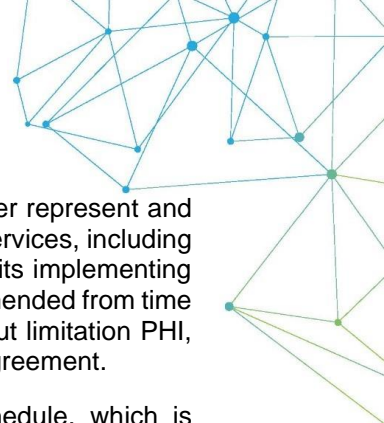


14. Fees; Taxes.

- a. Fees or Prices. Customer will pay Zimmer Biomet the fees or prices set forth in each Attachment, including without limitation applicable freight charges (“**Fees**”). Customer will remit full payment to Zimmer Biomet within thirty (30) days of the invoice date.
- b. Late Payment. Late amounts will be subject to a late fee of 1.5% per month prorated (18% per annum) or, if lower, the maximum interest rate allowable by law. Customer agrees to pay all costs and expenses associated with collection of unpaid sums, including without limitation attorneys’ fees and costs.
- c. Disputes. If Customer disputes any invoiced amount in good faith, it will: (i) notify Zimmer Biomet in writing of such dispute (including without limitation a written explanation specifying the amount in dispute and the cause for the dispute) within thirty (30) days of the invoice date; and (ii) pay the undisputed amount when due. Upon resolution of the amount in dispute, Customer will pay to Zimmer Biomet any disputed amount that is determined to be due and owing immediately upon such resolution.
- d. Taxes. The Fees do not include, and Customer is solely responsible for and will pay (or, at Zimmer Biomet’s request, reimburse Zimmer Biomet for), any additional taxes, levies, duties, governmental charges or expenses, including without limitation all withholding, value added and sales taxes due, except for taxes on Zimmer Biomet’s income (“**Taxes**”). On request, Customer will provide Zimmer Biomet with written evidence of payment of Taxes.
- e. Compliance. Each Party is solely responsible for ensuring its own compliance with Medicare, Medicaid and all other third-party payer requirements, as well as accurate coding, documentation and medical necessity for the Products and Services provided. Before filing claims, Customer should confirm individual payer requirements and coverage/medical policies. Zimmer Biomet may provide general reimbursement information for reference purposes only, which should not be construed as legal or coding advice. Such information is informational only, general in nature, and does not cover all situations or all payers’ rules or policies. It is important to note that Zimmer Biomet provides information obtained from third-party authoritative sources and such sources are subject to change without notice, including without limitation as a result of changes in reimbursement laws and policies. Reimbursement information may not be all-inclusive and changes may have occurred after publication. Zimmer Biomet makes no promise or guarantee, express or implied, in this Agreement or by its act of providing reimbursement information regarding coverage or payment for products or procedures by Medicare or other payers. Inquiries can be directed to Customer’s respective Medicare Administrative Contractor or to appropriate payers. Customer agrees Zimmer Biomet will have no liability or responsibility for the results or consequences of any actions taken in reliance on reimbursement information provided by Zimmer Biomet.

15. Representations and Warranties; Disclaimers.

- a. Each Party represents, warrants and covenants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- b. Each Party represents, warrants and covenants to the other Party throughout the Term that the Party, its officers, directors, contractors and employees: (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (“**Federal Healthcare Programs**”) and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services which could result in becoming excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs. Each Party will immediately notify

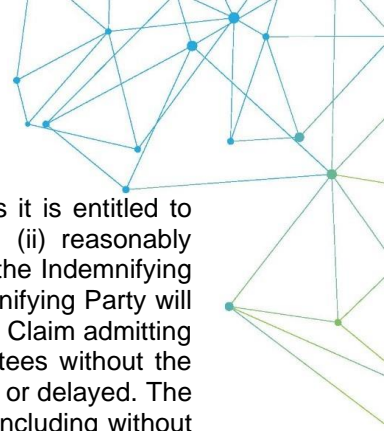


the other Party of any change in the accuracy of this Section 15(b). The Parties further represent and warrant that each of them will abide by all applicable laws relating to the Products or Services, including without limitation the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, “HIPAA”), as may be modified or amended from time to time, for the protection of personally identifiable health information, including without limitation PHI, used or disclosed in connection with the Services and Products provided under this Agreement.

- c. Zimmer Biomet provides further warranties as set forth on Exhibit A to this Schedule, which is incorporated herein by reference to the extent applicable to the Services and Products provided hereunder. In the event of any breach of Zimmer’s representations or warranties in this Section 15(c) or Exhibit A to this Schedule, Zimmer Biomet’s sole and exclusive responsibility, and Customer’s sole and exclusive remedy, is for Zimmer Biomet to, as applicable, correct, replace or re-perform, at no additional charge to Customer, the Services or Products found to be defective, subject in the case of Products to Sections 2, 5 and 12 of this Schedule.
- d. Customer further represents, warrants and covenants to Zimmer Biomet that neither Customer nor any of Customer’s staff or employees will promote Products or Services for any purposes for which the Products or Services are not indicated or approved by appropriate governmental or regulatory authorities.
- e. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND EXHIBIT A TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS” AND ZIMMER BIOMET DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS REQUIRED BY APPLICABLE LAW, ZIMMER BIOMET MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PRODUCTS WILL MEET ANY REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- f. CUSTOMER ACKNOWLEDGES THAT ZIMMER BIOMET IS NOT LICENSED TO PRACTICE AND DOES NOT PRACTICE MEDICINE OR ANY OTHER HEALING PROFESSION. CUSTOMER’S USE OF THE PRODUCTS OR SERVICES, INCLUDING FOR PURPOSES OF ACCESSING CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS, DOES NOT CREATE A PATIENT OR CLIENT RELATIONSHIP BETWEEN CUSTOMER OR A PATIENT, ON THE ONE HAND, AND ZIMMER BIOMET, ANY THIRD PARTY CONTRIBUTOR OR ANY OF ZIMMER BIOMET’S AFFILIATES OR ANY MEDICAL STAFF AFFILIATED WITH, OR EMPLOYEES, CONTRACTORS OR AGENTS OF, ZIMMER BIOMET OR ANY OF ZIMMER BIOMET’S AFFILIATES, ON THE OTHER HAND. CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS DOES NOT CONSTITUTE MEDICAL ADVICE. ZIMMER BIOMET, THE SERVICES, AND PRODUCTS DO NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR RECOMMENDATION OF ANY KIND AND ARE NOT A SUBSTITUTE FOR THE INDEPENDENT PROFESSIONAL JUDGMENT OF A QUALIFIED HEALTH CARE PRACTITIONER. CUSTOMER REMAINS SOLELY RESPONSIBLE FOR, AND MAINTAINS COMPLETE AUTHORITY, SUPERVISION AND CONTROL OVER, ALL DECISIONS REGARDING PATIENT CARE, INCLUDING, WITHOUT LIMITATION, DIAGNOSES, TREATMENTS, PROCEDURES AND ALL OTHER PROFESSIONAL HEALTH CARE SERVICES, DOCUMENTATION OF PATIENT CARE, CLAIMS PROCESSING AND THE PAYMENT FOR HEALTH CARE SERVICES PROVIDED, AND CUSTOMER WILL NOT RELY ON ZIMMER BIOMET, THE PRODUCTS OR SERVICES, INCLUDING ANY CONTENT PROVIDED BY THIRD PARTY CONTRIBUTORS, TO MAKE PATIENT-SPECIFIC MEDICAL DIAGNOSES, FOR TREATMENT PURPOSES OR FOR HEALTH CARE CONSULTATION. ZIMMER BIOMET WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY ACT OR OMISSION OF CUSTOMER OR ANY CUSTOMER EMPLOYEE, CONTRACTOR OR AGENT RELATING TO THE MEDICAL CARE PROVIDED BY, OR THE EXERCISE OF PROFESSIONAL MEDICAL JUDGMENT OF, CUSTOMER.



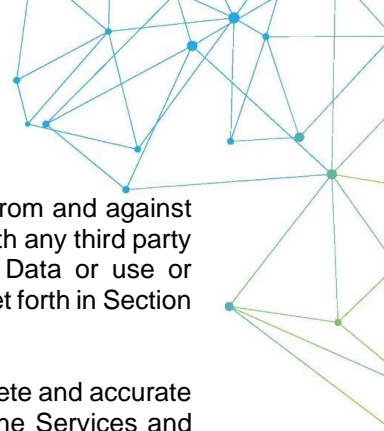
16. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL THE LIABILITY OF ZIMMER BIOMET TO CUSTOMER FOR A GIVEN YEAR DURING THE TERM, FOR ALL CLAIMS AND LOSSES OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT, EXCEED THE GREATER OF (I) THE TOTAL PRICE OF THE SERVICES AND PRODUCTS ORDERED BY CUSTOMER FOR SUCH YEAR AT THE TIME OF A CLAIM OR (II) ONE THOUSAND US DOLLARS (\$1,000 USD). FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO CASE WILL ZIMMER BIOMET BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. WITHOUT LIMITING THE FOREGOING, ZIMMER BIOMET WILL HAVE NO LIABILITY FOR DEFECTS OR NON-CONFORMANCES RESULTING FROM (I) UNAUTHORIZED OR IMPROPER MODIFICATIONS TO THE SERVICES OR PRODUCTS; (II) CUSTOMER'S FAILURE TO COMPLY WITH THE DOCUMENTATION, SPECIFICATIONS OR THIS AGREEMENT; OR (III) ANY INFORMATION INPUT INTO ANY PRODUCT OR SERVICE OR OTHERWISE PROVIDED BY OR ON BEHALF OF CUSTOMER OR ANY EMPLOYEE, CONTRACTOR, AGENT OR PATIENT OF CUSTOMER. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY TO ANY THIRD PARTY CONTRIBUTORS AS IF THEY WERE ZIMMER BIOMET, TO THE EXTENT PERMITTED BY APPLICABLE LAW.
17. **Mutual Indemnification.**
- a. Zimmer Biomet will indemnify, defend and hold harmless Customer and its Affiliates and its and their respective shareholders, directors, officers, employees and agents ("**Customer Indemnitees**") from and against any and all Losses paid or incurred by any Customer Indemnitee in connection with any third party Claim brought against any Customer Indemnitee arising from: (i) any actual infringement, misappropriation or other violation of third party intellectual property rights by the Services or Products when used for their intended purposes in accordance with this Agreement ("**Infringement Claim**"); or (ii) any design or manufacturing defect in any of the Services or Products in the form provided by or on behalf of Zimmer Biomet ("**Defect Claim**"), to the extent such defect is attributable to Zimmer Biomet's actual or alleged (in writing) grossly negligent or more culpable acts or omissions. Zimmer Biomet has no obligation with respect to any Infringement Claim or Defect Claim arising from: (a) use of the Services or Products in combination with software, equipment, or other items not supplied or directed by Zimmer Biomet; (b) unauthorized modification of the Services or Products; (c) failure to install any updates, upgrades or enhancements as supplied or directed by Zimmer Biomet; (d) continued use of the Services or Products after Zimmer Biomet has notified Customer in writing to cease such use; or (e) the use of the Services or Products in violation of this Agreement or in a manner for which they were not designed or contemplated.
 - b. Customer will indemnify, defend and hold harmless Zimmer Biomet and its Affiliates and Third Party Contributors, and its and their respective shareholders, directors, officers, employees and agents ("**Zimmer Biomet Indemnitees**") from and against any and all Losses paid or incurred by any Zimmer Biomet Indemnitee in connection with any third party Claim brought against any Zimmer Biomet Indemnitee arising from: (i) any actual or alleged (in writing) breach of this Agreement by or on behalf of Customer; or (ii) any modification, abuse, misuse, loss or damage to any Product or Service by or on behalf of Customer or while in Customer's possession or control.
 - c. If any of the Services or Products become, or in Zimmer Biomet's opinion are likely to become, the subject of an Infringement Claim, Zimmer Biomet may, at its sole option and expense: (i) procure for Customer the right to continue using the relevant Services or Products; (ii) replace or modify the relevant Services or Products so that they do not infringe, misappropriate or otherwise violate such third party intellectual property rights; or (iii) terminate Customer's right to use the infringing Services or Products and give Customer a refund or credit for the unused Fees actually paid by Customer for such Services or Products. This Section states Customer's sole and exclusive remedies, and Zimmer Biomet's entire liability, for any and all Infringement Claims.



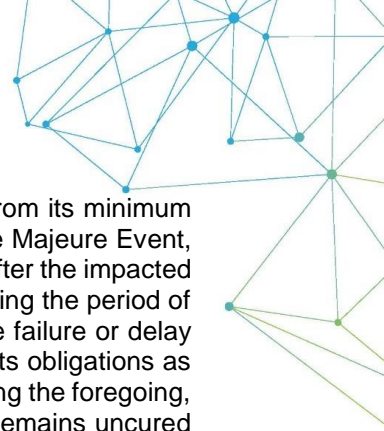
- d. If a Party (“**Indemnified Party**”) learns of any third party Claim for which it believes it is entitled to indemnification, it will: (i) promptly notify the other Party (“**Indemnifying Party**”); (ii) reasonably cooperate with the Indemnifying Party in defending any such Claim; and (iii) provide the Indemnifying Party with control of the defense and settlement of such third party Claim. The Indemnifying Party will engage counsel reasonably acceptable to the Indemnified Party and will not settle any Claim admitting fault or liability of or imposing duties of performance or payment upon any Indemnitees without the Indemnified Party’s prior written consent, not to be unreasonably withheld, conditioned or delayed. The Indemnitees will have the right to participate in the defense of any third party Claim (including without limitation by engaging separate counsel at their own expense) for which the Indemnified Party seeks indemnification. The Indemnified Party’s failure to deliver prompt notice of the applicable Claim will relieve the Indemnifying Party of liability under this Section solely to the extent such failure was prejudicial to the Indemnifying Party’s ability to defend such Claim.
18. **Termination.** A Party may terminate this Agreement as follows: (i) in whole or In Part, effective upon notice, if the other Party breaches this Agreement and fails to cure within thirty (30) days after receipt of notice specifying the nature of the breach; (ii) in whole or In Part, due to a Force Majeure Event, in accordance with Section 31 of this Schedule; (iii) in whole or In Part, effective upon notice, in the event that the other Party becomes insolvent or bankrupt; (iv) with respect to particular Services or Products, In Part, effective upon notice, in the event that such Services or Products thereunder are discontinued; (v) with respect to particular Services or Products, In Part, effective upon notice, in the event that there is a change in applicable law that renders such Services or Products under this Agreement unlawful; and (vi) effective upon notice, if the other Party breaches Section 15(b) of this Schedule, or the other Party is excluded from participation in any Federal Healthcare Program. In addition, Zimmer Biomet may terminate this Agreement in whole or In Part (a) upon ten (10) days’ notice in the event that Customer fails to pay amounts due, and (b) immediately upon notice in the event that Customer uses any Services or Products in a manner for which they are not indicated or approved.
19. **Effect of Termination.** Termination or expiration of this Agreement in whole or In Part will not relieve any Party of any obligations that are expressly indicated to survive termination or expiration, or prejudice any rights that have accrued to the benefit of any Party prior to such termination or expiration. Upon expiration or earlier termination of this Agreement in whole or In Part, Customer will, and will cause any persons or entities to whom Customer has provided or made available the Services to, immediately discontinue use of the Services. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. Notwithstanding anything in this Master Agreement, the rights and obligations under the following provisions will remain in full force and effect following expiration or termination of this Master Agreement in whole or In Part and will be enforceable following such expiration or termination: Sections 4, 8, 14, 15(e) and 15(f), 16, 17, 19, 20-29 and 31-40 of this Schedule.
20. **Records and Disclosure of Discounts.**
- Pursuant to the requirements of 42 CFR 420.300 et seq., Zimmer Biomet agrees to make available to the Secretary of Health and Human Services (“**HHS**”), the Comptroller General of the Government Accounting Office (“**GAO**”) or their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder for a period of four (4) years after the furnishing of Services and Products hereunder for any and all Services or Products furnished under this Agreement. In addition, Zimmer Biomet agrees to require by contract that each subcontractor makes available to the HHS and GAO, or their authorized representative, all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of Services and Products thereunder.
 - If Zimmer Biomet carries out the duties of this Master Agreement through a subcontract worth \$10,000 or more over a twelve-month period with a related organization, the subcontract will also contain clauses sufficient to permit access by Customer, the Secretary, the United States Comptroller and their representatives to the related organization’s books and records.
 - If applicable, Zimmer Biomet will provide Customer with invoices or other documents that fully and accurately disclose the discounted price of all Services and Products purchased under this Agreement. If Customer is an institution required to file Medicare/Medicaid cost reports with federal or state agencies

for payment, Customer acknowledges that Customer has an obligation under federal law to fully and accurately report all discounts received in its cost reports. (Public Law 100-93, the “Medicare and Medicaid Patient and Program Protection Act of 1987”; 42 CFR part 1001).

- d. Customer agrees that, upon the request of the U.S. Department of Health and Human Services or a state healthcare agency, it will fully disclose the discounts offered hereunder.
21. **Regulatory Matters.** Upon learning of any actual or threatened charges, complaints or claims of any nature related to the Products or Services, Customer will immediately forward to Zimmer Biomet all information concerning the same. Customer will cooperate with and assist Zimmer Biomet in investigating and defending any such charges, complaints or claims, including without limitation by providing information gathering assistance and giving oral or written testimony as to all facts in its possession concerning such charges, complaints or claims.
 22. **EEO Affirmation.** Unless this Master Agreement is exempt from compliance with applicable law, Zimmer Biomet will comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, 41 CFR Part 60-250 and 41 CFR Part 60-741, as amended, which are incorporated herein by specific reference.
 23. **Transparency Reporting.** The Parties acknowledge that certain state or federal laws now or in the future may require disclosure of information on compensation, gifts or other remuneration provided to physicians and other health care professionals. Zimmer Biomet will have the sole and absolute discretion for making the determination whether to report remuneration provided under this Agreement pursuant to such laws. Customer agrees to promptly provide Zimmer Biomet with such information Zimmer Biomet requests to comply with such reports and in an accurate, whole and timely manner complete any and all documents required by Zimmer Biomet or any state or federal agency in connection with such reports.
 24. **Confidentiality of Agreement.** Customer will maintain in confidence, and will not disclose to any third party, the pricing or terms of this Agreement, except as otherwise required by law or court order.
 25. **Intellectual Property Rights.** As between the Parties, Zimmer Biomet solely and exclusively owns all right, title and interest in and to all intellectual property and other proprietary rights in and to (i) the Services, (ii) the Products, and (iii) any improvements, enhancements, upgrades, modifications or derivative works to either the Services or the Products. This Agreement grants no express or implied license, right or interest to Customer in or to any intellectual property or proprietary rights, other than the non-exclusive license rights expressly granted pursuant to the Attachments.
 26. **Third Party Contributors.** Third Party Contributors of portions of the Services, Products or content available through any Services or Products, may require acceptance of different or additional terms for access to their contributions.
 27. **Feedback.** Any ideas, comments, suggestions or other feedback regarding the Services or Products (“**Feedback**”) provided by or on behalf of Customer or its Affiliates or its or their employees, contractors or agents is provided voluntarily and knowingly. Customer will and does hereby assign to Zimmer Biomet all worldwide right, title and interest, in and to all intellectual property rights and other proprietary rights in and to all Feedback. Customer will obtain all rights necessary from its Affiliates and its and their employees, contractors and agents to assign such rights to Zimmer Biomet.
 28. **Data.** This Section 28 applies to Customer Data. “**Customer Data**” means all data provided by or on behalf of Customer to Zimmer Biomet through any Product or Service, including without limitation any PHI and data input into Zimmer Biomet’s forms (but not including Zimmer Biomet’s forms).
 - a. Customer represents, warrants and covenants to Zimmer Biomet that Customer has and will have the necessary rights, authorizations, approvals and other consents in and relating to Customer Data so that, as received by Zimmer Biomet and processed in accordance with this Agreement (including without limitation by any contractor or service provider of Zimmer Biomet), such data does not and will not infringe, misappropriate or otherwise violate any third party rights or violate any applicable law.



- b. Customer will indemnify, defend and hold harmless the Zimmer Biomet Indemnitees from and against any and all Losses paid or incurred by any Zimmer Biomet Indemnitee in connection with any third party Claim brought against any Zimmer Biomet Indemnitee arising from the Customer Data or use or processing of the Customer Data in accordance with this Agreement. The procedures set forth in Section 17(d) of this Schedule will apply to the defense of any such third party Claim.
 - c. Customer owns the Customer Data. Customer is solely responsible for providing complete and accurate Customer Data to Zimmer Biomet in connection with Zimmer Biomet's provision of the Services and Products. Customer will take appropriate steps to maintain the integrity of the Customer Data and prevent its unauthorized alteration or destruction. Zimmer Biomet has no obligation to review or evaluate the completeness, accuracy or integrity of any Customer Data, and Zimmer Biomet is not liable or responsible for the accuracy, content or completeness of any Customer Data or any use of Customer Data by or on behalf of Customer, or analyses or outcomes based upon Customer Data. Zimmer Biomet has no obligation to back up any Customer Data.
 - d. To the extent that the Customer Data created, received, maintained, transmitted or otherwise processed by Zimmer Biomet includes PHI, Zimmer Biomet will process such PHI in accordance with the applicable BAA. Notwithstanding anything in this Agreement to the contrary, Customer hereby grants to Zimmer Biomet and its Third Party Contributors the perpetual, irrevocable right to use Customer Data to create de-identified data in accordance with 45 C.F.R. §164.514(b) ("**De-identified Data**"). Customer further authorizes Zimmer Biomet to create other data or datasets from Customer Data to the extent such Customer Data does not include PHI ("**Other Analytics Data**"). Zimmer Biomet and its successors and assigns may use and disclose, and permit others to use and disclose, the De-identified Data, and any Other Analytics Data, for any lawful purpose. In addition, notwithstanding anything in this Agreement to the contrary, Customer also grants Zimmer Biomet and its Third Party Contributors the right to perform data aggregation services for the health care operations of Customer, and to provide services and aggregated data to other customers of Zimmer Biomet, each as permitted by 45 C.F.R. 164.504(e)(2)(i)(B), using Customer Data. Zimmer Biomet will not identify Customer as the source of the De-identified Data or aggregated data unless Customer otherwise provides consent in writing. The Parties will be bound by and comply with all applicable laws governing the confidentiality of patient records, employee records and other personal data, including without limitation state labor law (pertaining to employee information) and business law (pertaining to social security numbers).
 - e. In the event that an Attachment indicates that a Third Party Contributor will provide Services or Products directly to Customer, any PHI created, received, maintained, transmitted or otherwise processed by that Third Party Contributor will be subject to a BAA executed between such Third Party Contributor and Customer, unless the Parties otherwise agree in writing.
29. **Zimmer Biomet Product Recall Policy.** Should Zimmer Biomet discover any situation with distributed Products or Services whose continued use or exposure could result in a risk to health for the patient or the health care professional, Customer will comply with any recall related action or any such situation as directed by Zimmer Biomet. In the event of a recall, Customer will fully cooperate with Zimmer Biomet to provide access to any Products or Services, as well as any information related to the tracking and inventory of the Products.
30. **Use of Names; Publicity.** Neither Party will use the names of the other Party or any trademark, trade name, trade style or registered design that is the property of or currently in use by the other Party, on any web site or in any printed materials, publicity, advertising or for trade or other commercial purposes without the prior written consent of the other Party.
31. **Force Majeure.** Neither Party will be liable or responsible to the other Party, nor will it be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, when and to the extent such failure or delay is caused by matters beyond the reasonable control of the impacted Party, whether or not reasonably foreseeable, including without limitation acts of God, strikes or lockouts, embargo, national emergency, fire, flood, natural disaster, civil commotion, riots, wars, revolution, acts of terrorism, blockade, acts of government preventing performance, pandemic or disease outbreak or delays caused by third party distributors or providers of Products, Services or components thereof



(“**Force Majeure Event**”); provided, however, that the foregoing will not excuse Customer from its minimum spend obligations or case commitments, if applicable or from paying fees due. Upon a Force Majeure Event, the impacted Party: (i) will notify the other Party in writing of the delay as soon as practicable after the impacted Party knows or has reason to know that the Force Majeure Event will cause a disruption, stating the period of time it expects the disruption to continue; (ii) use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event; and (iii) resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the disruption. Notwithstanding the foregoing, in the event that the impacted Party’s performance remains disrupted or its failure or delay remains uncured for a period of ninety (90) days, the other Party may terminate this Agreement in whole or In Part upon notice.

32. **Assignment.** Neither Party may assign its rights and obligations under this Agreement to any third party without the express prior written consent of the other Party; provided, however, that Zimmer Biomet may assign or delegate all or any part of its rights and obligations hereunder without the need for Customer’s consent to any subcontractor or Affiliate of Zimmer Biomet or, in the event of a merger, acquisition, change of control, reorganization or sale of substantially all of Zimmer Biomet’s assets, to Zimmer Biomet’s successor. This Agreement will be binding upon the Parties and their respective successors and permitted assigns.
33. **Notices.** All notices and other communications in connection with this Master Agreement will be in writing and will be sent to the respective Parties at the addresses set forth on the signature page to this Master Agreement above, or to such other addresses as may be designated by the Parties in writing from time to time in accordance with this Section. Notices will be sent by hand, by registered or certified mail, postage prepaid or by express courier service, service fee prepaid, in accordance with this Section. All notices will be deemed given and received: (i) if delivered by hand, immediately; (ii) if sent by mail, three (3) business days after posting; or (iii) if delivered by express courier service, the next business day in the jurisdiction of the recipient.
34. **Choice of Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, EXCLUDING ITS CHOICE OF LAW OR CONFLICTS PRINCIPLES. CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.
35. **Export Controls.** This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Customer will at all times comply with export control, sanctions and all other applicable laws when accessing or using the Services or Products.
36. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the Services and Products, and supersedes all previous negotiations, agreements and commitments (written or oral) with respect thereto. If there is any inconsistency between the terms of this Agreement and the terms of any PO or documentation from Customer, the terms of this Agreement will prevail. If there is any inconsistency between the terms of this Schedule 1 and any other Attachment, the terms of such other Attachment (but only as related to the subject matter of such Attachment) will prevail. If there is any conflict between the BAA and this Master Agreement, the terms of the BAA will prevail (but only as related to the subject matter of such BAA). No amendment or modification will be binding upon the Parties unless in writing and duly executed by both Parties.
37. **Independent Contractors.** The Parties are independent contractors and nothing in this Agreement places the Parties in the relationship of employer and employee, principal and agent, partners or joint venturers.
38. **Waiver; Illegality.** Any term or condition may be waived by the Party that is entitled to the benefit thereof, but only by an instrument in writing duly executed by the Party waiving such term or condition. The waiver by a Party of a right or of the failure to perform or a breach by the other Party will not be deemed a waiver of any other right hereunder or of any other failure or breach by such other Party, even if of a similar nature. The illegality or invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of this Agreement or any other provision of this Agreement.
39. **Audit.** From time to time during the Term and for three (3) years thereafter, Zimmer Biomet will have the right (but not the obligation) to audit Customer’s books, records, facilities, computers and systems to confirm Customer’s compliance with this Agreement and any records related to the Products or Services, including

without limitation any damaged, contaminated, wasted, destroyed, recalled or expired Products or Services. If any audit discloses a breach of this Agreement by Customer, Customer will be responsible for any additional Fees owed by Customer. By conducting a physical audit or examination pursuant to this Section, Zimmer Biomet will not assume any liability for violations of applicable law that Zimmer Biomet fails to discover, nor will Zimmer Biomet assume any obligation to remedy violations of applicable law that Zimmer Biomet discovers in such physical audit or examination. Customer agrees it will be solely liable for any violations of such applicable law.

40. **Counterparts.** This Agreement may be executed in the original or electronically in one or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement.