GENERAL SERVICE TERMS AND CONDITIONS

1. Scope; Entire Agreement. These General Service Terms and Conditions are applicable to products, equipment, or software ("Covered Goods") covered under one of the following service programs offered by Hill-Rom, Inc. or its affiliate Welch Allyn, Inc. (each, a “Service Provider”): SmartCare™ Service Programs, Partners in Care™ Service Programs, Software and any other service programs described at https://www.hill-rom.com/service-options or http://www.welchallyn.com/en/service-support/partners-in-care/support-services.html as the same may be updated from time to time (each, a “Service Program”). The descriptions of the applicable Service Program and these General Service Terms and Conditions constitute the entire agreement between Service Provider and Customer (“Agreement”). The Agreement supersedes any other oral or written agreement between Service Provider and Customer with respect to a Service Program and may only be modified in a writing signed by both parties. The Agreement will prevail over any conflicting terms in Customer’s purchase order.

2. Effective Date. The effective date of the Agreement is: (i) for Service Programs sold by an authorized distributor, the date Customer activates the Agreement by calling the activation line at 866-422-2220, option 2, or by visiting the activation site at www.welchallyn.com/en/service-support/partners-in-care-contract-activation.html; or (ii) for Service Programs sold directly by Service Provider, unless otherwise provided on the SmartCare Service Agreement or in the quote or proposal, the date of receipt of Customer’s purchase order or payment.

3. Exclusions. The Service Programs do not cover damage to Covered Goods caused by, in whole or in part, the following as determined by Service Provider in its sole discretion: (i) modification by anyone other than Service Provider; (ii) misuse or improper use; (iii) natural disasters or extreme weather; or (iv) use of non-Service Provider accessories, replacement parts, and/or third-party software not authorized in writing by Service Provider.

4. Non-Hill-Rom Products. Under SmartCare Service Programs, Service Provider will provide requested repair services for non-Hill-Rom-branded products, with the exception of non-Hill-Rom-branded operating room tables, lights, and equipment management systems. Customer is responsible at its sole expense to provide all parts to complete the repairs and to provide applicable service manuals unless otherwise agreed to by Service Provider. Service Provider will not be liable if Customer’s request for or Service Provider’s provision of repair services on non-Hill-Rom-branded products voids the warranty or service agreement of any third party.

5. Term and Renewal. The initial term of the Service Program is set forth on the SmartCare Service Agreement or on the quote, proposal, or invoice. Service Provider may, in its sole discretion, elect to renew the Service Program by sending Customer a renewal invoice at the then-current list price unless otherwise agreed to in writing. The Service Program will expire if Customer fails to pay the renewal invoice when due. A renewal term may be of lesser duration than the initial or any previous renewal term in the event Service Provider deems Covered Goods “end-of-life” subject to a limited period of continuing support.

6. Payment Terms. Unless otherwise provided in the quote or proposal, the fee for the Service Program may be paid in its entirety in advance of the first 12-month period of the initial or any renewal term, or in annual installment in advance of each 12-month period of the initial or any renewal term, and is not refundable except as expressly provided herein. The fee does not include any applicable sales, use or other taxes payable by Customer. Payment is due net 30 days from invoice date. Unless waived by Service Provider in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of 1½% per month or the maximum rate allowed by law. Customer agrees to pay Service Provider for any and all costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred by Service Provider to collect any amounts owed to it. Customer may be obligated to properly reflect and/or report any discount, rebate or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure, and Service Provider’s invoices may not reflect Customer’s net cost. Customer may make written request for additional information from Service Provider for purposes of meeting applicable reporting or disclosure obligations.

7. Suspension of Performance. If Customer fails to pay timely, Service Provider reserves the right to suspend services upon 5 days’ written notice unless: (i) Service Provider receives full payment, (ii) the parties agree to alternative payment arrangements in writing, or (iii) Customer notifies Service Provider in writing that it disputes the outstanding balance.

8. Non-Solicitation. During the term of the Service Program and for a period of 12 months following its expiration or earlier termination, Customer agrees that it will not directly or indirectly: (i) induce any individual who has provided services to Customer on behalf of Service Provider within the 6-month period immediately preceding the expiration or earlier termination of the Service Program to terminate his/her relationship with Service Provider; or (ii) assist, coordinate or otherwise offer employment to, employ, or retain as an independent contractor any individual who was employed by Service Provider at any time during the 6-month period immediately preceding the offer, employment, or retention without first paying to Service Provider a finder’s fee equal to ½ of the annual fee for the Service Program.

9. Warranty. Service Provider warrants that it will perform services in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing services in accordance with industry standards. Service Provider’s exclusive obligation and Customer’s exclusive remedy for breach of the foregoing warranty is re-performance of defective services. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY SERVICE PROVIDER AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. NO EMPLOYEE OR REPRESENTATIVE OF SERVICE PROVIDER IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. Warranty information on replacement parts is available at https://direct.hill-rom.com.
10. **Limitation of Liability.** Service Provider will not be liable for loss or damages because of delays or nonperformance resulting from any cause beyond Service Provider’s reasonable foresight or control. Any delays will extend Service Provider’s period of performance under the Service Program. **IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF GOODWILL, OR LOSS OF DATA, OR ANY EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DIRECT DAMAGES IN AN AMOUNT GREATER THAN THE FEE FOR THE SERVICE PROGRAM PAYABLE BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OCCURRED.**

11. **General.** Service Provider and Customer shall comply at all times with applicable federal and state laws and regulations. Customer may assign the Agreement upon notice to Service Provider. The Agreement will be governed by and construed under the laws of the State of Illinois without reference to its conflicts of law principles. A printed version of these General Service Terms and Conditions and the description of the Service Program will be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.