

**EXHIBIT 1 TO ATTACHED PRICING SUPPLEMENT
IV TERMS AND CONDITIONS**

The terms contained in this Exhibit, together with the terms contained in the General Terms and Conditions of the Master Agreement identified herein, will govern the purchase and/or lease and use of the IV Robot Delivered Products by Customer. In the event of a conflict between this Exhibit and the General Terms and Conditions, the terms in Exhibit will take precedence.

1. IV DELIVERED PRODUCTS

1.1. Intended Use. Customer shall use each i.v. Aesynt Branded Delivered Product only (i) for its Intended Use (as described below); (ii) in the manner described in the Documentation for the i.v. Aesynt Branded Delivered Product; and (iii) in accordance with applicable laws and regulations. Customer shall not modify an i.v. Aesynt Branded Delivered Products and shall not install or use any software not provided by Aesynt on an i.v. Aesynt Branded Delivered Products. '**Intended Use**' shall mean: (i) as to the i.v. STATION Delivered Product 'to automatically prepare an intravenous patient-specific or batch Non-Hazardous Medication (as defined below), solely with respect to the approved materials listed in the i.v. STATION Product Specifications, which are incorporated herein by reference; (ii) as to the i.v. STATION ONCO Delivered Product 'to automatically prepare an intravenous patient-specific Hazardous Medication (as defined below), solely with respect to the approved materials listed in the i.v. STATION ONCO Product Specifications, which are incorporated herein by reference; and (iii) as to the IVX Delivered Product 'to manually assist to prepare an intravenous patient-specific or batch medication'; and in the case of any i.v. Aesynt Branded Delivered Products, additionally means, solely to the extent that Customer provides Aesynt with 24/7 VPN access to the i.v. Aesynt Branded Delivered Products. Aesynt gives no guarantee whatsoever as to the reliability and correctness of the data acquired by the i.v. STATION Delivered Product via electronic interface or manual data input. Aesynt has put extreme care to make the system very precise, however, due to the inherent complexity of the mechanisms involved, it is impossible for Aesynt to make any claims regarding the reliability of the interfaced or manually inputted data. '**Non-Hazardous Medication**' shall be as defined by the United States Pharmacopeia, and shall explicitly exclude cytotoxic, gene therapy, monoclonal antibody therapy, radiopharmaca, and any other medications that pose hazardous risks to Customer's employees and/or operators in charge of the intravenous admixture preparation of medications. '**Hazardous Medication**' shall be as defined by the United States Pharmacopeia, and shall include cytotoxic, gene therapy, and monoclonal antibody therapy [explicitly excluding radiopharmaca] and any other medications that pose hazardous risks to Customer's employees and/or operators in charge of the intravenous admixture preparation of medications. **Restriction on Intended Use:** Under no circumstances should anyone rely solely on the information presented on the i.v. Aesynt Branded Delivered Product, on the display, in the database or in the reports, to perform therapeutic procedures or actions, or to take any other decision or consequential action. It is the complete responsibility of the Customer to make correct use of the information provided and to verify its correctness.

1.2. Medication/Inventory Handling. Aesynt employees and agents providing services pursuant to this Agreement ('**Aesynt Personnel**') shall not physically handle Customer's inventory, including medications unless Customer is physically present and providing supervision of Aesynt Personnel. The Parties agree that Customer will be in custody and control of such inventory, including medications at all times. Customer must be physically present and capable of observing Aesynt Personnel during any Installation Activities or other service activity that requires a key, ID, or password, or in any situation in which Aesynt Personnel have access to Customer's inventory. If Customer fails to supervise Aesynt Personnel regarding an Installation Activity or any other service activity, then Aesynt may re-schedule the affected Installation Activity or other service activity and, upon invoice, Customer shall reimburse Aesynt for reasonable expenses incurred related to re-scheduling the activity.

1.3. Initial i.v. On-Site Support. If Customer is purchasing an i.v.STATION and Customer has not previously purchased i.v. Aesynt Branded Delivered Products, Aesynt agrees to provide, at no cost to Customer, a single Aesynt Personnel resource to assist the Customer with product operation during regular work hours (8:00 a.m. – 5:00 p.m.) beginning on the Tuesday after Acceptance of the first i.v.STATION leased by Customer for up to nine (9) consecutive regular work days (Monday – Friday). Customer may elect to engage an Aesynt Personnel resource in connection with Customer's purchase of subsequent i.v. Aesynt Branded Delivered Products at Aesynt's standard rates for such services. Such Aesynt Personnel resource will assist the Customer with (a) operation workflow efficiencies; (b) troubleshooting; and (c) end user training. Customer and its personnel and agents are responsible to perform all pharmacy procedures and administer all medications to patients or other third parties and to take all reasonable and necessary steps to verify the accuracy and suitability of the services provided herein.

1.4. Data. Customer acknowledges and agrees that Aesynt will collect data related to the performance of the Delivered Products for the purposes of aggregation and the creation of a centralized benchmarking mechanism by Aesynt. Aesynt shall own and have the right to use, in any manner and for any purpose, any information gained as a result of Customer's use of the Delivered Products, including without limitation, all written and electronic reports, notes, correspondence, materials, data, benchmark, and other information relating to or arising out of either party's performance of this Agreement (collectively, '**Data**'). Data shall not include patient specific information, unless specifically de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

1.5. De-Identification. Aesynt may de-identify Protected Health Information, as defined in 45 C.F.R. § 160.103, in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

2. IVX DELIVERED PRODUCTS

2.1. IVX Cloud™ License Fee Terms and Conditions. Pursuant to the terms of Schedule C (Software License Schedule) of the Master Agreement identified herein, Aesynt hereby grants to Customer, and Customer accepts, a limited, non-exclusive, non-transferable license during the Initial License Term and any applicable Renewal License Term to use the Aesynt IVX Cloud™ Licensed Software ('**IVX Licensed Software**') (i) for Customer's internal business purposes, (ii) at the facilities identified in the facility identified in this Pricing Supplement (the '**Facility**'), and (iii) subject to the terms and conditions of this Pricing Supplement and the Master Agreement identified herein (collectively, referred to the '**License**').

2.2. Software License Fee.

(a) License Fee. Upon Customer's payment of the fee(s) set forth in this Pricing Supplement, the License Fee shall include the license to use the IVX Licensed Software during the Initial License Term at the Facility. The Support Services Term for the IVX Licensed Software shall be co-terminus with the Initial License Term.

(b) Renewal License Term. Following the expiration of the Initial License Term, and subject to Customer's payment of the applicable License Fees, Aesynt will continue to grant Customer the License for successive, automatically renewable one year periods (each a '**Renewal License Term**') unless either party provides the other party with written notice of termination of the License no less than ninety (90) days prior to the end of the applicable License Term.

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(c) **License Fee Increase.** Aesynt shall increase the License Fees by no more than five percent (5%) annually for each Renewal License Term. This increase will occur for each Renewal License Term.

2.3. Additional Devices.

(a) License Extension to Additional IVX Delivered Products. If Customer desires to add an additional Delivered Product under the License granted hereunder, the addition of any new Delivered Product will be subject to written approval by Aesynt. The addition of a new Delivered Product shall be evidenced by an Amendment to this Pricing Supplement or a new agreement.

(b) License Fees, Implementation Fees and Interface Service Fees for Additional Facilities. For each additional Delivered Product being added to the License granted hereunder, Aesynt may charge Customer additional License fees, Implementation fees, Support Services fees and Interface Service fees to be mutually agreed upon.

2.4. Termination.

(a) Aesynt may terminate the License Term for nonpayment of any sums owed to Aesynt under this Pricing Supplement which are undisputed and sixty-five (65) days or more past due.

(b) Return of Equipment. Upon termination of this Pricing Supplement or the expiration of the Initial License Term or any Renewal License Term, Customer shall return all Delivered Products related to the License, including but not limited to the IVX Licensed Software, server and any accompanying hardware that was not purchased by Customer. All shipment fees associated with the return of the Delivered Products to Aesynt shall be borne by Customer. Aesynt shall have the right to inspect Customer's equipment to confirm that all copies of the IVX Licensed Software have been removed. If it is determined that the IVX Licensed Software has not been satisfactorily removed, Aesynt will have the right to revoke access remotely to or remove the Licensed Software. Additionally, Customer shall immediately relinquish any and all rights it may have to the IVX Licensed Software.

2.5. Virtualization Considerations. To the extent applicable, the Parties agree to comply with the written minimum requirements and recommendations as contained in the Software virtualization specification, as may reasonably be modified from time to time, and is incorporated herein by reference. In the event Customer does not comply with such requirements and recommendations, the Support Services terms and conditions may not apply.