



TruMed Systems, Inc.
4350 Executive Drive
Suite 120
San Diego, CA 92121
Sales@TruMedSystems.com
844-TruMed-1 or 844-878-6331

AV-ES: Purchase Quote 100% Pre-Pay

Quote # CCPHD_002 - 06
MSA # CCPHD_002
Expiry 12/31/2022

v.6.5, updating AccuShelf IC, Adding Cart Option,
Please review in Escalator

USER / CUSTOMER INFORMATION:

Contact Name: Zach Deaton, MS RD LDN
Practice Name: Chatham County Public Health Department
Street Address: 1000 South 10th Ave.
City / State / Zip: Siler City, NC 27344
Email: zach.deaton@chathamcountync.gov
Phone: 919-742-5641
Delivery Address: Same

TruMed Systems, Inc. / Sales Representative Contact & Signature:

Jessica Fill

Qty	Monthly Service Charge Items*	Unit Price	Discount	Net Unit Cost (Monthly)	Total (Monthly)
HARDWARE					
1	ACCUVAX® ES Unit Monthly Fees <i>The Hardware Component is the AccuVax® ES Unit, which is a Temperature-Controlled, Robotic Vaccine Storage and Dispensing Device with Dimensions of 30in w x 28.5in d x 65in h, Encompassing Refrigerator, Freezer Compartments and Refrigerated Drawer</i>				Included
1	7 Digital Dataloggers with Online Reporting Access				Included
1	Built in Battery Backup <i>Up to 15-Hours of Protection in Case of Power Loss, Guaranteed at 8+ Hours</i>				Included
1	Handheld Scanner for AccuShelf Capability				Included
	Capital Purchase Pre-Payment Offset				Included
SOFTWARE SUBSCRIPTION					
1	AccuVax® ES System Software License				Included
1	Portal Software Subscription				Included
1	Full Alerting Suite (Temperature, Low Inventory, Expiry)				Included
1	Patient level software auditing capability (Patient mode+)				Included
1	Patient Safety & Scheduled Immunizations Checks				Included
1	Non-refrigerated Inventory Managment Software License for AccuVax				Included
	Pre-Paid Software License Subscription				Included
SERVICE CONTRACT ITEMS					
1	Vaccine Insurance				Included
1	24 / 7 / 365 Remote Monitoring				Included
1	On-Site Service and Warranty				Included
1	Cellular 3G LTE / Wireless / Ethernet Connectivity				Included
1	Annual Probe Calibration (or as Required)				Included
	Pre-Paid Service Subscription				Included
DISCOUNTS & PREPAYMENTS					
	AccuVax® ES 120-month Subscription Pricing				Included
	Special Customer Discount				Included
TOTAL MONTHLY SERVICE CHARGES		\$ 1,300	\$ 580	\$ 930	\$ -
Duration Term		120-month			

Qty	One-Time Charge Items	Unit Price	Discount	Per Unit Costs	Total (One-Time)
SHIPPING AND INSTALLATION					
1	Shipping	\$ 800	\$ 800	\$ -	Included
1	Installation	\$ 750	\$ 750	\$ -	Included
1	Staff Training	\$ 900	\$ 900	\$ -	Included
PURCHASE AND PREPAYMENT AMOUNTS					
1	Capital Purchase Fees & Prepaid Hardware Rent	\$ 47,680	\$ -	\$ 47,680	\$ 47,680
1	Pre-Paid Software Amount	\$ 41,040	\$ 4,104	\$ 36,936	\$ 36,936
1	Pre-Paid Service Amount	\$ 29,880	\$ 2,988	\$ 26,892	\$ 26,892
	Pre-Payment Discount				Included
1	TOTAL ONE-TIME CHARGES			\$ 111,508	\$ 111,508

NOTE: THIS IS A PURCHASE AGREEMENT, AND TITLE WILL BE TRANSFERRED AFTER FULL PAYMENT FOR INITIAL 60-MONTH TERM. USER UNDERSTANDS THAT FOR SYSTEM TO FUNCTION, SERVICE CONTRACTS MUST BE MAINTAINED IN EFFECT

	Per Unit	Total
Due Upon Acceptance 20% of One-time Fees	\$ 22,302	\$ 22,302
Due Upon Install: 80% of One-time Fees	\$ 89,206	\$ 89,206
Due Monthly (months 1-120)		

Payment Terms: ALL FEES ARE NON-CANCELLABLE AND NON-REFUNDABLE FOR THE 120-MONTH TERM.

Full Agreement: This Quote is incremental to a Master Subscription Agreement. These terms become binding only after User and TruMed Systems, Inc. have executed this Quote and related Master Subscription Agreement.

Note: Quote excludes sales tax, which will vary by state.

Acceptance Signature	Name	Title	Date
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USER INFORMATION ("USER")			
User Legal Name Chatham County Public Health Department	Address 1000 South 10 th Ave		
City Siler City	State NC	Zip 27344	Phone 919-742-5641

Master Services Agreement _002

A.1 This Services Agreement (the "Agreement") is entered by, and between, TruMed Systems, Inc. ("TRUMED") and Chatham County Public Health Department ("User") – collectively "the Parties" dated as of 3/4/2022 .

A.2 **Scope.** User is purchasing a System(s) identified in this Agreement and/or one or more Quotes signed by User and TRUMED. The System ("Equipment" or "System") is composed of kiosk Equipment to be located at the User's site (e.g., AccuVax® and AccuShelf products and components). The Equipment is designed to be used in conjunction with the Portal and proprietary software, services, and information available to User via the Portal, as well as the System software and firmware installed to the Equipment (collectively the "Services").

A.3 **Properly Performing.** TRUMED will provide support to maintain the Equipment in a properly performing status and will furnish remote and on-site Service(s) as stated below. In the event service does not resolve a performance problem, and it is determined the Equipment cannot function to standard, TRUMED will replace the defective hardware within 48-hrs. TRUMED may limit or suspend access to the Services as reasonably necessary to conduct routine and emergency maintenance.

A.4 **Portal and Services.** Subject to terms and conditions of the Agreement, during the Term, User has a non-transferable, non-exclusive, and non-sublicensable right to access via the Internet the Services solely for User's internal purposes in connection with using the Equipment. TRUMED may occasionally modify or enhance the Services. User shall be responsible for all account activity, including acts, errors and omissions of its authorized personnel or any authorized resource accessing its (User's) account.

A.5 **Patient Safety Checks.** User may request that TruMed enable the software application Patient Safety Checks Application ("Safety Checks Application") on User's Systems throughout its network. TruMed will evaluate Patient Information in relation to CDC, ACSP and User

schedules and product prescribing information ("Prescribing Information") to generate Patient Safety Checks Application on User's Systems throughout its network. For this free of charge safety enhancement, and other good and valuable consideration, User hereby agrees as follows: (1) User will indemnify and hold harmless and forever release and discharge TruMed and its officers, employees, personnel and agents, from any and all liability, damages or losses arising out of, or in connection with the use of the Safety Checks Application, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom; (2) User will defend TruMed with counsel of its own choosing, pay or settle any liabilities and claims against the TruMed and its officers, employees, personnel and agents arising out of, or in connection with, the use of the Safety Checks Application; and (3) User disclaims and waives all rights, if any, to hold TruMed and its officers, employees, personnel and agents, liable for any claim or damages that may be caused in the event that the Safety Checks Application is malfunctioning for any reason (including lack of or limited internet connectivity, changes in CDC and/or ACIP guidance, errors or omissions in Patient or Prescribing Information).

A.6 **Vaccine Loss Insurance.** Section A6, Vaccine Loss Insurance, is only applicable for AccuVax® product lines. TRUMED maintains appropriate levels of insurance coverage to provide for any loss of vaccine resulting from the failure of its AccuVax® System proven to have not been caused by User negligence or *Forces Majeure*. TRUMED Vaccine Loss Insurance is invalid if User does not follow their Emergency Vaccine Management Plan (per CDC Guidelines) which outlines actions staff should take in the event of an emergency that might affect vaccine viability or provide commercially reasonable assistance to TRUMED to evacuate and/or relocate vaccines. User shall be named as an additional loss payee on TRUMED's product liability policy.

TRUMED will reimburse for each dose rendered unusable according to the vaccine manufacturer's guidance should the AccuVax® System fail to maintain correct storage temperatures [Refrigerator Section: 2-8

degrees centigrade (35 to 45 degrees Fahrenheit); Freezer Section: ≤ -15 degrees centigrade (-5 to 5 degrees Fahrenheit)], except in the event of a power outage lasting more than 9 consecutive hours, user neglect/misuse including improper loading of vaccines per as demonstrated during user training, vaccine loss that is otherwise covered by the State VFC program, or due to expressed inaction by User to provide assistance to TruMed. The viability of each vaccine affected must be verified by following the applicable state immunization program's instructions, or by consulting the vaccine manufacturer and documentation of loss provided to TRUMED. The type and number of vaccines to be reimbursed will be determined according to the inventory record of those affected by TRUMED's AccuVax® unit. The dollar amount of reimbursement will be calculated by multiplying the number of unusable doses of each vaccine by the per dose price paid by the User for replacement doses against submission of valid receipt and documentation of loss.

A.7 Remote Access and Support Services. TRUMED will provide remote support services on an on-going basis, including Software Updates, as defined herein. "Software Update" means a bug fix, patch, error correction, virus update, minor enhancement, or modification to existing features to maintain the security or operation of the Software. During the Support Term, if TRUMED releases an Update to the Basic Software, then TRUMED will install the Update via remote access or by other means, as chosen by TRUMED, and will deliver notice to User of the Update. Major "Software Upgrades" means a significant enhancement, new feature, or other improvement to the Software, but does not include any hardware, third-party Software, or any other Software that TRUMED generally licenses separately and would, otherwise, not be included in the initial sales Quote.

A.8 Support Requests. If the Equipment is not performing or functioning to standard, the User will notify TRUMED of the issue by contacting its Help Desk via telephone: (844) 878-6331; via email: Support@TruMedSystems.com; or via the TRUMED Portal. For less urgent matters, email or portal inquiries are recommended and will be answered the same business day. TRUMED and/or a TRUMED-authorized third-party field service provider will furnish services and support, as described below, subject to the terms and conditions.

A.9 User Support Resources.

A.9.1 HELP DESK / CALL CENTER SUPPORT. TruMed offers a 24-hour support hotline to report and resolve technical issues. Technical escalation support will be available from 8:00AM EST to 7:00 PM PST Monday through Friday and Saturday 8:00AM EST to 12:00 PM PST, excluding recognized National Holidays.

A.9.2 ON-SITE SUPPORT. For AccuVax, TruMed shall provide on-site support during standard business hours, defined as Monday through Friday, between the hours of 8:00AM to 5:00PM *local time* and Saturday, between the hours 8:00AM to 3:00PM *local time*, excluding recognized National Holidays. Standard response levels for on-site support shall be "Reasonable Efforts/Same Business Day" (as defined below):

- Reasonable Efforts/Same Business Day for on-site support is available to Users in select geographic areas - typically within a 50-mile radius of urban centers throughout the contiguous United States. Typical on-site response times are two (2) hours or less, but in instances may take as much as (6) business hours. Service requests received after 11:00AM *local time* may in cases necessitate a next business day response.
- For Users outside the 50-mile radius of an urban center, on-site support will be provided on a Reasonable Efforts basis and scheduled in coordination with the User. On-site support is often available in less than six (6) hours.

A.9.3 REPLACEMENT PARTS. If needed, TRUMED will replace parts in the Equipment, which are not properly functioning for any reason other than an External Cause (as defined below). In rare instances, a service response may be delayed due to the unavailability of the part(s) required to repair the Equipment.

A.10 User Responsibilities. All TRUMED obligations are conditioned on the following User Responsibilities:

- **Maintain and follow Emergency Vaccine Management Plan (per CDC Guidelines).**
- **High Speed Internet.** The System requires Users to provide high-speed Internet access and firewall modifications to enable connectivity. For Vaccine Insurance to be valid, Section 6, and for alerts to function upon loss of power, the Equipment must be installed and left in a location that has cell service to the 3G modem provided.
- **Training Logistics.** User will work with TRUMED to schedule initial orientation and training on the

System. The User will provide appropriate resources, space, and access to applicable systems or equipment at the installation site to support such training activities.

- Routine Maintenance. Users' routine maintenance of the Equipment entails: cleaning of its biometric identification device; network cabling; replacing batteries or simple part exchanges (for AccuShelf); and general equipment cleaning. TRUMED will provide instructions as to how to complete these tasks.
- Cooperation. User must provide physical assistance, access to Equipment, and any information as reasonably requested by TRUMED staff. For AccuVax, User agrees to assist TruMed as requested in emergency situations that may require someone from the clinic to perform basic troubleshooting or physical intervention to help prevent vaccine damage or loss. **Such assistance may require User after hours, weekend, or holiday assistance to resolve an issue or to execute Users' Emergency Vaccine Management Plan. If such assistance is not provided as requested, TruMed reserves the right to withhold or adjust the number of vaccines replaced under the Vaccine Loss Insurance.**

A.11 Exceptions, Exclusions and Limitations:

A.11.1 External Causes. TRUMED is not obligated to perform free support for any part of the Equipment which is not properly functioning due to: (i) theft, abuse, misuse, physical damage, or vandalism; (ii) unauthorized repairs, including modification, alteration, and adjustment; (iii) a computer virus or other disabling code introduced by a source other than TRUMED; (iv) Acts of God or Nature; (v) fire, water, electrical surge, etc.

- If User requests that TRUMED attempt to correct a problem with the Equipment attributable to an External Cause, TRUMED has the right to invoice the User for time and materials performed at TRUMED's then-current rates.
- If a User requests TRUMED to relocate the Equipment, TRUMED will provide such service(s) at a rate to be agreed upon (in writing) with User.

A.12 Remote Data Access. User understands, acknowledges, and agrees that TRUMED will be continuously, or periodically uploading and compiling data entered to the Equipment and Portal. This data shall collectively be referred to as "Collected Information." This Collected Information may include, but not be limited to, the following:

- Patient Name
- Patient Age
- Patient Gender
- Patient Social Security Number
- Type, Lot and Expiry of Vaccine Administered to Patient
- Date and Approximate Time of Administration of Vaccine to Patient
- Health Insurance Information
- Any Other Unique Identifying Information, Numbers, Characteristics, or Code

The Parties understand and acknowledge that Collected Information will include Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and/or medical information protected by similar laws promulgated by individual states. Accordingly, and prior to TRUMED gaining access to Users' PHI, the Parties will enter into an appropriate Business Associate Agreement. In addition, User understands and agrees that it must provide any required notice(s) to its patients (in User's Notice of Privacy Practices, or otherwise) and to obtain any required patient consent(s) or authorization(s) for the disclosure(s) of Collected Information as defined above. User grants to TRUMED a royalty-free license to access, process, store, transmit, de-identify, modify, analyze, aggregate with other data, and otherwise make use of the Collected Information to perform Services, for proper management of TRUMED, as required to carry out the legal obligations of TRUMED, and to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i). TRUMED may draw on the resources of and/or to subcontract with third-party contractors within or outside of the United States in connection with provision of Services and/or

for internal, administrative and/or regulatory compliance purposes.

A.13 Confidentiality. “Confidential Information” means non-public information marked “Confidential” or “Proprietary” or information that otherwise should be understood by a reasonable person to be confidential or proprietary in nature, provided by (or to) another party or on its behalf. All non-public information included in the Services is deemed the Confidential Information of TRUMED. Confidential Information does not include any information which (1) is rightfully known to the recipient prior to its disclosure; (2) is independently developed by the recipient without placing any reliance on Confidential Information; or (3) is, or later becomes, publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party. Each Party will protect Confidential Information using reasonable and prudent measures commensurate with those that the receiving Party uses to protect its own Confidential Information. Each Party may use or disclose the Confidential Information to perform the Services pursuant to this Agreement, or as requested or directed by the other Party to this Agreement, or as required by applicable law, statute, or rules of regulation. Neither Party will disclose Confidential Information to third parties without the other Party’s prior written consent. If disclosure is required by law, statute, or rules of regulation (including any subpoena or other similar form of legal process), the Party to which such request for disclosure is made shall provide the other Party with prior written notification (to fullest extent permissible by law) thereof and, if practicable under the circumstances, allow the other Party to exercise restraint or other appropriate /available relief.

A.14 User Compliance with Laws. User shall not utilize or access the Equipment (or Services) in any manner, which violates any applicable federal, state, local or international laws and/or regulations. User acknowledges and agrees that it has sole responsibility for compliance with all federal, state, local and international laws and regulations and professional conduct standards affecting its business, including those laws, regulations and standards relating to the storage, handling, and dispensing of pharmaceutical materials. TRUMED shall not be required to validate or be responsible for verifying Users’ compliance with applicable laws, regulations, and standards.

A.15 Limitation of Liability. EXCLUDING THE VACCINE LOSS INSURANCE (SECTION A5), TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW(S) (a) IN NO EVENT WILL TRUMED BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR TRUMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE(S); AND (b) IN ANY EVENT, TRUMED’S AGGREGATE LIABILITY FOR ALL LOSSES, LIABILITIES AND DAMAGES IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO NO MORE THAN FEES PAID OR OWED BY USERS

DURING THE TWELVE (12) MONTH PERIOD PRIOR TO DATE ON WHICH THE CLAIM AROSE. THESE LIMITATIONS APPLY TO THIS AGREEMENT AND ALL EXHIBITS, EXCLUDING THE BUSINESS ASSOCIATE AGREEMENT.

A.16 Independent Contractor. TruMed shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either TruMed or any employee or agent of TruMed. TruMed is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

A.17 Use Restrictions. User agrees not to access the Services by any means other than via the Portal provided by TRUMED and via the Equipment. User shall not, directly, or indirectly, attempt to copy, download, or export from the Portal, the software-as-a-service, or to reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideology or algorithms of the Services. Additionally, User shall not (1) modify, translate or create derivative works based on the Services; (2) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Services; (3) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third-party; (4) remove any proprietary notices from the Services; or (5) publish or disclose to third-parties any evaluation of the Services without TRUMED’s prior written consent.

A.18 Miscellaneous. The Parties to this Agreement are independent contractors. This Agreement, together with any Quotes and Schedules referenced herein constitute the entire agreement between the Parties

related to the Services and the subject matter hereof. No provision of this Agreement may be amended or waived except by written instrument executed by both Parties' authorized representatives (of TRUMED and User). This Agreement will inure to the benefit of its Parties' permitted successors and assigns. Neither Party will be responsible for failure to perform its obligations under this Agreement (other than the obligation to pay) due to causes beyond its control.

A.19 PAYMENTS. User agrees to make payments in accordance with the Term and payment schedule outlined on the Quote.

In the event that no funds are appropriated for this Agreement, the User has the right in any given fiscal year to terminate this contract without penalties of any sort. User shall notify TRUMED immediately if no funds are appropriated for this Agreement.

All fees paid or due are non-cancellable and non-refundable.

A.20 TERM. The Parties agree and assent that this Agreement is enforce and affect this _____ day of _____ 2021. The User has accepted the unit on the earlier of (1) the initial load or dispense by User, (2) staff training on the unit, or (3) on the date of User's written and/or verbal acceptance and continuing through the Commencement Date.

A.21 END OF TERM AND RENEWAL. TRUMED must receive notice from User in writing at least 120 days prior to the expiration of the Initial Term or any Renewal Period, of User's intention to return the Products to TRUMED or to enter a Renewal Term. User's obligation to pay Subscription Fees will continue until the Products are made available for removal and return to TRUMED. Unless notice is timely received by TRUMED, a Subscription Agreement will automatically renew for an additional term of 12 months (a "Renewal Period") under the same terms and conditions on the applicable Schedule.

A.22 LATE FEES AND COLLECTION CHARGES. If any Subscription Fee payment or other amount payable to TRUMED is not paid within 10 days of its due date, User shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to the greater of \$25.00 or 5% of the amount then due for each 30 days or portion thereof that said overdue payments are not

made (but in no event to exceed the highest late charge permitted by applicable law). User also agrees to pay any fees assessed for each check or ACH returned unpaid.

A.23 DELIVERY, INSTALLATION AND ACCEPTANCE. User and TRUMED acknowledge that TRUMED will deliver and install the Products. Upon receipt and installation, User agrees to inspect the Products to determine whether they are in good working order. After inspection, User agrees to sign and send TRUMED a certificate of acceptance.

A.24 EQUIPMENT LOCATION, USE AND REPAIR. User will maintain and use the Equipment only at the location shown on the applicable Schedule. User agrees that the Equipment cannot be moved from that location without TRUMED' advance written approval. **If a unit is moved, User voids all warranties and vaccine insurance.** User acknowledges that TRUMED is solely obligated to maintain the Equipment in good repair and condition, and in proper working order pursuant to the terms of the Agreement. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed. Customer shall maintain Equipment in a climate-controlled location appropriate for Class A office equipment. User will not modify or alter the Equipment, permanently affix anything to the Equipment or permanently affix the Equipment to assets not owned by TRUMED, without TRUMED' prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and permanent attachments shall become part of the Products and shall be owned by TRUMED. User acknowledges, warrants, and agrees that TRUMED or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.


A.25. CHOICE OF LAW. THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NORTH CAROLINA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE COURTS LOCATED IN LINCOLN COUNTY, NORTH CAROLINA OR FEDERAL COURTS LOCATED IN THE WESTERN DISTRICT OF NORTH CAROLINA.

A26. TERMINATION OF THIS AGREEMENT. User or TruMed may terminate this Agreement, or any unit(s) associated with this agreement if User or TruMed determines at its sole discretion, that there has been a material breach of any term or provision of this Agreement that has not cured after an opportunity to do so. Specifically, a written notice of breach and 30 days to cure. Any unpaid fees and charges already due are become immediately payable by User and User will not be required to pay any additional fees. In case of termination TruMed shall cease providing service, software, and support to any units terminated and will have no further obligation unless expressly stated herein.

A27 SUCCESSORS; SURVIVAL. This Master Agreement and each Schedule shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the Parties hereto. User's representations, warranties, indemnities, and reimbursement obligations shall survive the termination, cancellation or expiration of this Master Agreement and each Subscription Agreement.

A28. SERVERABILITY. The Parties assent and agree that if any term or provision of this Agreement is deemed illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions of this Agreement will not be affected. The rights and obligations of the Parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid, illegal, void or in conflict with any other applicable Tribal, State or Federal law. As a result of such a termination, User shall

A29. ASSIGNMENT AND DELEGATION. No right or duty arising pursuant to any term of the Agreement may be assigned or delegated by either Party except for in the case of complete sale or merger except without the prior written consent of the non-assigning, non-delegating Party, which is not to be unreasonably withheld.

Chatham County Public Health Department	TRUMED SYSTEMS, INC.
	
By:	By: E. Scott Starke
Title:	Title: Chief Commercial Officer
Date:	Date: 3/4/2022