## B. BRAUN MEDICAL INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (together with the Schedules and Terms of Use, the "Agreement"), is made as of the day of , 20 ("Effective Date") by and between B. BRAUN MEDICAL INC., a Pennsylvania corporation having an address at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018 ("B.Braun") and CUSTOMER NAME, a corporation having an address at ("Customer"). The parties hereby agree as follows:

Customer is licensing the Software indicated below from B.Braun pursuant to the terms and conditions of this Agreement and B.Braun's published Terms of Use as set forth on B.Braun's website at: <u>http://www.bbraunusa.com/SoftwareTermsOfUse/</u>.

Software:	1 0	ump Configuration Editor Software – <u>Schedule 1</u> or use with – Outlook® ES Safety Infusion System (" <b>Equipment</b> ")		
	Configuration Management Application Software – <u>Schedule 2</u> For use with – Outlook® 400ES Safety Infusion System (" <b>Equip</b>			
	DoseTrac® Infusion M For use with –	Aanagement Software – <u>Schedule 3</u> Outlook® ES Safety Infusion System ("Equipment")		
		Infusomat® Space Infusion System ("Equipment")		
	Drug List Editor Softw For use with –			
		Perfusor® Space Infusion System ("Equipment")		
	Space OnlineSuite Sof For use with – Infuson	Tware – <u>Schedule 5</u> nat® Space Infusion System ("Equipment")		

The Software and Services are provided under B.Braun's published Terms of Use and the terms and conditions set forth herein. This is the entire agreement between the parties with respect to the Software and Services and any terms or conditions additional to or inconsistent with this Agreement shall be null and void and have no effect. All prior representations, discussions, or agreements, whether express or implied, oral or written, are cancelled or merged herein. Customer shall be deemed to have accepted these terms and conditions by accepting delivery of the Software. This Agreement may be signed in counterparts and by facsimile, each of which shall be deemed to be one and the same original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

By:		_
		_
By:		_
Name:		_
Title:		 _

**B. BRAUN MEDICAL INC.** 

## **Customer:**

Name:	
Title:	