

**Codman® CereLink® ICP Monitor System
IntegraLink™ Protection (ILP) Service and Preventive Maintenance (PM) Agreement**

This Agreement (the "Agreement") is dated as of date of last signature, and is between Integra LifeSciences Sales LLC, a Delaware Corporation with a principal address of 1100 Campus Road, Princeton, NJ 08540 ("Integra" or Seller") and the customer whose name is printed on the signature line set forth below ("Customer").

Intending to be legally bound hereby, the parties therefore agree as follows:

1. Coverage and Exclusions.

- (a) During the term of this Agreement, Seller shall provide service and maintenance to the system equipment installed on the Customer's site ("Equipment"), as explained further herein. All exclusions from coverage and the limitation of liabilities under the Integra LifeSciences Warranty for the applicable system ("Standard Warranty") are incorporated by reference into this Agreement. Any repairs that arise or result from Customer's misuse or abuse of any Equipment, including but not limited to allowing third parties to service the Equipment, are not covered by this Agreement and, if repaired, shall be charged to the Customer at Integra's standard rate. A "System" includes the Equipment listed on Schedule A and described in Schedule B. Services included under this Agreement are listed and described in Schedule B attached hereto.
- (b) In the event Customer's equipment is out-of-warranty or is not covered by an existing IntegraLink Service Agreement on the Effective Date (as defined below) of this Agreement, Customer agrees it shall have Preventive Maintenance performed on the Equipment prior to Seller's performance of any Services hereunder, and that Customer shall be responsible for the cost of any parts and/or labor required.

2. Term. The term of this Agreement starts as of the date of last signature, or from the expiration of the Standard Warranty, whichever occurs later ("Effective Date"), and continues from the Effective Date for the number of years described on Schedule A, unless earlier terminated ("Initial Term").

- (a) This Agreement may be extended upon mutual written consent of the parties. Unless the parties negotiate and agree otherwise, the term of this Agreement upon renewal shall be identical to the Initial Term, unless earlier terminated ("Renewal Term"). The cost of coverage during the Renewal Term shall be Customer's list price for such coverage at the beginning of the Renewal Term. Nothing in this Agreement shall be construed to obligate either party to renew this Agreement.
- (b) All payments are non-refundable unless Customer terminates this Agreement due to Seller's breach of a material provision of this Agreement which has not been cured within sixty (60) days after notification of such breach. If terminated due to Seller's breach, Seller shall provide a credit to Customer, representing the amount prepaid by Customer, but pro-rated for the amount of time remaining on the Agreement, and less the costs of any services provided to Customer by Seller during the contract year in which the notice is received.
- (c) If Customer fails to pay any invoice as provided herein, or otherwise perform its obligations, in addition to any other remedies that it may have, Seller may terminate the Agreement by notifying Customer of such termination with five (5) business days' prior written notice.

3. Service Price. The price of service and maintenance under this Agreement is described on the attached Schedule A, payable within thirty (30) days of the payment schedule described on Schedule A.

4. Customer Responsibilities.

- (a) Customer shall report immediately any condition that may indicate the need for repair before the next regular examination. Customer agrees to shut down the Equipment immediately upon manifestation of any irregularities in operation or appearance of the Equipment and notify Seller at once.

- (b) Customer is responsible for scheduling annual maintenance during the term of this Agreement. Integra shall have no obligation to perform annual maintenance after the expiration of this Agreement.
- (c) Customer shall not permit others, except Seller, to make alterations, additions, adjustment, or repairs, or replace any component or part of the Equipment during the term of this Agreement, nor shall Customer move the Equipment from the address specified below.
- (d) If service is performed on-site, Customer shall make equipment available and provide an adequate work area per the agreed upon schedule with Integra.

5. Miscellaneous.

- (a) Confidentiality. Customer agrees not to disclose the terms of this Agreement, including the pricing arrangements, services, technologies, or any other proprietary information relating to Seller or its affiliates (“Confidential Information”), to any third party, except that Customer may disclose the terms of this Agreement, pricing arrangements and any other Confidential Information (i) as required by law and (ii) to federal and state health care payors (including without limitation, Medicare and Medicaid payors) and to other health care regulators.
- (b) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to choice of law principles.
- (c) Assignment and Binding Effect. This Agreement is personal, and Customer may not assign, transfer (including transfers by operation of law) or otherwise dispose of all or any portion of its rights under this Agreement without the prior written consent of Seller, and any such purported assignment will be void. Notwithstanding the foregoing, Customer may assign this Agreement in the event of a merger, consolidation, or divestiture of Customer. Seller may assign this Agreement to any entity or person without Customer’s consent. This Agreement shall be binding on the respective successors and permitted assigns of the parties hereto.
- (d) Force Majeure. Neither party shall be liable to the other for any loss or damage suffered by the other if such loss or damage is attributable to an event of force majeure which shall mean circumstances beyond the reasonable control of the party seeking to rely on this provision including war, riot, civil commotion, strikes (excluding strikes, shut-downs or other industrial action by that party’s employees), lock-out (excluding lock-out by that party), Acts of God, restrictions imposed by Government or other competent authority which shall prevent or materially affect that party’s ability to perform its obligations.

This Agreement constitutes the entire agreement between Seller and Customer with respect to the services being provided by Seller hereunder, and supersedes all prior communications, whether written or oral, and prior agreements related thereto. In the event Customer issues a purchase order for any service and maintenance to be provided hereunder, the terms of such purchase order shall not be binding on the parties except for the following: description of the service and maintenance to be provided, description and quantity of Equipment to be covered, and Customer address. No modification of, addition to, or waiver of, any of the provisions of this Agreement shall be affected by the acknowledgement or acceptance of any purchase order or other form containing additional or different terms or conditions to those contained herein, whether or not signed by an authorized representative of either party.

[Signature Page Follows]

The parties are signing this Agreement on the date below.

INTEGRA LIFESCIENCES SALES LLC

CUSTOMER NAME

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

CUSTOMER BILLING INFORMATION

CUSTOMER SHIPPING INFORMATION

Account Name _____

Account Name _____

Account Number _____

Account Number _____

Address _____

Address _____

Address 2 _____

Address 2 _____

City, State, Zip _____

City, State, Zip _____

SCHEDULE B

[Codman ®CereLink® ICP Monitor System]

IntegraLink™ Protection (ILP) Service Agreement

The Codman CereLink ICP Monitor System includes the following Equipment: one (1) monitor, one (1) ICP sensor cable, one (1) monitor interface cable and one (1) power supply.

CereLink ILP Service Agreement covers:

- Preventive maintenance (recommended annually)
- Physical Inspection
- Functional and internal operational tests
- Final functional testing
- Service loaner: if Customer monitor requires maintenance or repair (loaner item must be returned within 7 days of repair date, or purchase order to be provided to Integra)
- Repair by a trained Integra Service Technician
- Sensor and interface cable replacement (as needed)
- Software update (as needed)
- Technical service phone support available