



PD TELECARE TERMS

Baxter Healthcare Corporation (“**Baxter**”) is pleased to provide Client Baxter’s PD TeleCare Service as described on www.pdtelecare.com (the “**Service**”) pursuant to the terms agreed in this Order Form. Baxter may provide the Service through one or more of its affiliates, including without limitation, RTS Americas Inc.

Client agrees Baxter owns all materials, discoveries, developments, or inventions, whether patentable or not, software and works in which copyrights exist relating to the Services, or otherwise arising out of the performance of this Order Form (collectively, “**Developed IP**”). Client shall take all actions reasonably requested by Baxter to perfect and secure Baxter’s rights to the Developed IP.

Client and Baxter intend that this Order Form shall be administered in accordance with the provisions of the federal Anti-Kickback Statute (42, U.S.C. § 1320a-7b(b)) to the extent it applies.

BAXTER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

BAXTER’S SOLE LIABILITY WITH RESPECT TO ANY CLAIM, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNTS PAID BY CLIENT TO BAXTER FOR THE SERVICES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR DAMAGES THAT ARE OR INCLUDE LOST REVENUES, LOST PROFITS, OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Baxter’s Obligations.

Baxter shall provide the Service for all Peritoneal Dialysis patients that (a) the Client elects to enroll in the Service at the Client clinics (the “**Specified Clinics**”) for the time periods set forth in this Order Form, all as may be updated from time to time upon mutual written agreement of the parties, and (b) who use Baxter’s Amia System with Sharesource Connectivity Platform or Baxter’s HomeChoice Claria Automated PD System with Sharesource Connectivity Platform, and who have provided written consent to each of Baxter and the Specified Clinic to the use of, and to allow access to, their data in the Sharesource Connectivity Platform (each a “**Participating Patient**”). The Service at each Specified Clinic will commence on the date(s) indicated in this Order Form and stop at the end of the Subscription Term.

Client’s Obligations.

Client shall (a) educate Client’s patients about the Service (unless they opt out) and obtain any applicable consents prior to enrollment of the patient in the Service; (b) provide reasonable management support to maximize the probability of success of the Service; (c) make appropriate staff available for training for the Service; (d) receive and review monthly patient status reports; (e) inform Baxter and/or Baxter’s affiliates of changes in patient status; and (f) continue to manage each individual Participating Patient’s care in Client’s sole discretion and independent medical judgement. Client shall also obtain any patient consents required by Client’s policies.