UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 9, 2017 (February 3, 2017)**

ICU MEDICAL, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	**001-34634**	**33-0022692**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

951 Calle Amanecer, San Clemente, California	**92673**
(Address of principal executive offices)	(Zip Code)

(949) 366-2183

Registrant's telephone number, including area code

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On February 3, 2017, pursuant to the previously disclosed Amended and Restated Stock and Asset Purchase Agreement, dated as of January 5, 2017 (as may be further amended from time to time, the "Purchase Agreement") by and between Pfizer Inc., a Delaware corporation ("Pfizer") and ICU Medical, Inc., a Delaware corporation (the "Company"), the Company consummated the purchase of the Hospira Infusion Systems business, consisting of IV pumps, solutions, and consumable devices and certain other assets of Pfizer (the "Transaction") for a purchase price of 3,200,000 newly issued unregistered shares of common stock of the Company (the "Share Consideration") and approximately $275,000,000 in cash, adjusted for working capital, which the Company financed through existing cash balances and the Seller Note (described below). Under the Purchase Agreement, Pfizer may be entitled to up to an additional $225,000,000 in cash based on achievement of agreed performance targets for the combined company through December 31, 2019, which would be payable after that date if performance is within the agreed target range.

Senior Note

On February 3, 2017, in connection with the consummation of the Transaction, the Company entered into a $75,000,000 unsecured promissory note (the "Seller Note") with Pfizer as lender. The Seller Note matures on February 3, 2020 and the full balance of the loans and all other obligations under the Seller Note must be paid at that time. In addition, the Company is required to prepay the Seller Note upon the occurrence of certain prepayment events, including without limitation, the sale or other disposition of assets outside of the Company's ordinary course of business and the incurrence of indebtedness or issuance of equity by the Company. The loans under the Seller Note bear interest at the London interbank offered rate plus (a) 2.25% per annum for the first twelve (12) months after the closing date and (b) 2.50% per annum thereafter.

The Seller Note is subject to customary representations, warranties, events of default and ongoing affirmative and negative covenants and agreements. The negative covenants include, among other things, limitations on indebtedness, liens, asset sales, mergers and acquisitions, investments, transactions with affiliates and dividends and other restricted payments. The Seller Note will be used to partially finance the Transaction. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Seller Note, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1.

Shareholder Agreement

On February 3, 2017, in connection with the consummation of the Transaction and the issuance of the Share Consideration pursuant to the Purchase Agreement, the Company and a subsidiary of Pfizer entered into a Shareholder Agreement (the "Shareholder Agreement") in the form filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on October 13, 2016, which is incorporated herein by reference.

Transitional Services Agreement

On February 3, 2017, in connection with the consummation of the Transaction, the Company and Pfizer also entered into a Transitional Services Agreement, pursuant to which Pfizer will provide the Company with certain services on an interim basis, for a duration generally not to exceed eighteen (18) months from the date of the closing of the Transaction, with respect to the Company's operation of the acquired business. The foregoing description of the Transitional Services Agreement does not purport to be complete and is qualified in its entirety by reference to the Transitional Services Agreement, which is filed as Exhibit 10.2 hereto, and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference and is qualified in its entirety by reference to the Purchase Agreement, which is filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on January 5, 2017, and is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The issuance of the Share Consideration in connection with the Transaction was exempt from the registration requirements of the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) thereof as a transaction not involving any public offering.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Pursuant to the Shareholder Agreement, Pfizer's subsidiary has the right to designate one individual for election to the Company's board of directors (the "Board") so long as it beneficially owns at least 10% of the total outstanding shares of common stock of the Company. As a result, effective on February 3, 2017, the Board increased the size of the Board from seven to eight members and appointed Douglas E. Giordano, Pfizer's designee, to serve as a director of the Company.

In connection with Mr. Giordano's appointment to the Board, the Company and Mr. Giordano entered into an indemnification agreement in substantially the same form as the Company has entered into with each of the Company's existing directors. The indemnification agreement requires, among other matters, that the Company indemnify Mr. Giordano to the maximum extent permitted under Delaware law for reasonable expenses and liabilities arising out of any proceeding involving Mr. Giordano by reason of his service as a member of the Board and advance to him all such expenses, subject to reimbursement if it is subsequently determined that such indemnification is not permitted.

Pursuant to the Shareholder Agreement, neither Mr. Giordano nor any other director designated or nominated by Pfizer's subsidiary is entitled to any compensation by the Company for service as a director, including any cash retainer payments or equity awards payable to members of the Board.

Other than in connection with the Transaction, there is no arrangement or understanding between Mr. Giordano and any other person pursuant to which he was appointed as a director of the Company. There is no transaction to which the Company is a participant and in which Mr. Giordano has a direct or indirect material interest that would be required to be disclosed under Item 404(a) of Regulation S-K. There is no material plan, contract or arrangement with the Company (whether or not written) to which Mr. Giordano is a party or in which he participates that was entered into in connection with his appointment as a director.

Item 8.01. Other Events.

On February 6, 2017, the Company issued the press release attached to this Current Report on Form 8-K as Exhibit 99.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial statements required to be filed under Item 9.01(a) of this Current Report on Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required to be filed under Item 9.01(b) of this Current Report on Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

Exhibit No.	Description
10.1	Senior Note issued by ICU Medical, Inc. in favor of Pfizer Inc., dated as of February 3, 2017.
10.2	Transitional Services Agreement, between ICU Medical, Inc. and Pfizer Inc., dated as of February 3, 2017.
99.1	Press release, dated as of February 6, 2017.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ICU MEDICAL, INC.

Date: February 9, 2017

By: /s/ Scott E. Lamb
Scott E. Lamb
Chief Financial Officer and Treasurer

EXHIBIT INDEX

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EXECUTION VERSION

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS PROMISSORY NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE NOTE UNDER APPLICABLE SECURITIES LAWS OR UNLESS OFFERED, SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS. THE ISSUER SHALL BE ENTITLED TO REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED.

SENIOR NOTE

February 3, 2017

$75,000,000.00

FOR VALUE RECEIVED, the undersigned, ICU MEDICAL, INC., a Delaware corporation (the "Company"), hereby unconditionally promises to pay to PFIZER INC., a Delaware corporation ("Pfizer," and together with any permitted successor, permitted registered assignee or permitted transferee of, or other permitted holder of, this Note, the "Lender") in lawful money of the United States on the Maturity Date the principal sum of Seventy-Five Million Dollars ($75,000,000.00) (the "Loan"). The Company further hereby agrees to pay interest on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in Section 2. This Note is referred to in, and was executed and delivered in connection with, that certain Amended and Restated Stock and Asset Purchase Agreement made and entered into as of January 5, 2017 (as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Acquisition Agreement") among Pfizer and the Company.

SECTION 1. DEFINITIONS.

Section 1.2 Definitions. The following terms shall have the respective meanings given to them in this Section 1.1.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which any Obligor or any of its Subsidiaries: (a) acquires all or substantially all of the assets, business or a line of business of any Person, or any division thereof, whether through purchase of assets, merger or otherwise; or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"Acquisition Agreement" has the meaning assigned to such term in the first paragraph of this Note.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Bankruptcy Code" means the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded, or replaced from time to time.

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which commercial banks in New York City or Orange, California are authorized or required by law to remain closed; provided that, when used in connection with the interest rate settings for the Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealing in Dollar deposits in the London interbank market.

"Capital Lease Obligations" of any Person means the obligations of such Person which are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and for the purposes of this Note, the amount of such obligations at any time shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash Equivalents" means:

(a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency thereof;

(b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's");

(c) commercial paper maturing within 270 days from the date of acquisition thereof and having, at such date of acquisition, a rating of not less than A-2 from S&P or a rating of not less than P-2 from Moody's (or, if at any time neither of such services shall be rating such obligations, then from another nationally recognized rating service);

(d) certificates of deposit, banker's acceptances and time deposits maturing within 90 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(e) deposit accounts maintained with (i) any bank that satisfies the criteria described in clause (d) of this definition, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation;

(f) repurchase agreements entered into by any Person with a bank that satisfies the criteria described in clause (d) of this definition for direct obligations issued or fully guaranteed by the United States or any agency thereof;

(g) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (f) above; and

(h) instruments equivalent to those referred to in clauses (a) through (g) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

"CFC" means any Foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957(a) of the Code.

"Change in Control" means (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any Employee Benefit Plan of Company or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Equity Interests representing 40% or more of the voting power of the Company's outstanding Equity Interests having the power to vote or acquires the power to elect a majority of the board of directors of the Company, (b) there shall have occurred under any indenture or other instrument evidencing any Material Indebtedness any "change in control" or similar provision (as set forth in the indenture, agreement or other evidence of such Material Indebtedness) obligating the Company or any of its Subsidiaries to repurchase, redeem or repay all or any part of the Material Indebtedness provided for therein or (c) during any period of 12 consecutive calendar months, a majority of the members of the board of directors or equivalent governing body of the Company cease to be made up of those Continuing Directors.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning assigned to such term in the first paragraph of this Note.

"Continuing Directors" means, with respect to any period, the directors of the Company on the first day of such period and each other director, if such other director's election to the board of directors of the Company is recommended by, or such other director's election is approved by, at least a majority of the then Continuing Directors.

"Debtor Relief Laws" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Disposition" means any sale, assignment, lease, license, transfer or other disposition of any property or assets (including, without limitation, the issuance or sale of any Equity Interest of any of its Subsidiaries to any Person other than the Company and its Wholly-Owned Subsidiaries or any Sale Leaseback), in each case, whether now owned or hereafter acquired, by the Company or any of its Subsidiaries to any other Person. The term "Dispose" as a verb has a corresponding meaning.

"Disqualified Equity Interests" means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event are subject to the prior Full Satisfaction of the Obligations), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 91 days after the Maturity Date.

"Dollars" or "$" refers to lawful money of the United States.

"Domestic Subsidiary" means any Subsidiary organized in, or under the Laws of, the United States or any political subdivision thereof.

"Effective Date" means the date hereof.

"Equity Interests" means shares of the capital stock (including common and preferred shares), partnership interests, membership interest in a limited liability company, beneficial interests in a trust, any subscriptions, options, warrants, commitments, preemptive rights or agreements of any kind (including any shareholders' or voting trust agreements) for the issuance, sale, registration or voting of, or securities convertible into, any additional equity interests, or other equity interests.

"Equity Issuance" means the issuance of any equity securities or equity-linked securities of the Company or any Subsidiary to any Person, other than pursuant to any employee equity compensation plan or agreement or other employee equity compensation arrangement, any employee benefit plan or agreement or other employee benefit arrangement or any non-employee director equity compensation plan or agreement or other non-employee director equity compensation arrangement or pursuant to the exercise or vesting of any employee or director stock options, restricted stock or restricted stock units, warrants or other equity awards or pursuant to dividend reinvestment programs.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder and any successor thereto.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company or any Subsidiary, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) and (o) of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043(c) of ERISA with respect to a Plan (other than an event for which the 30-day notice period is waived pursuant to regulations issued thereunder), (b) the failure to make sufficient contributions to a Plan for any plan year which, in the aggregate, are less than the minimum required contributions determined under Section 412 of the Code, Section 430 of the Code or Section 303 of ERISA for the Plan for the plan year, (c) the assertion of a material claim (other than routine claims for benefits) against any "employee benefit plan" within the meaning of Section 3(3) of ERISA other than a Multiemployer Plan or the assets thereof, or against the Company or any of its respective ERISA Affiliates in connection with any Company Plan, (d) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, ipon the Company or any ERISA Affiliate, (e) the institution by the PBGC of proceedings to terminate

any Plan or Plans or the appointment of a trustee to administer any Plan, (f) the determination that any Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430(i) and 432 of the Code or Sections 303(i) and 305 of ERISA, (g) the failure by the Company or any ERISA Affiliate to make any required contribution to a Multiemployer Plan or (h) the incurrence by the Company or any ERISA Affiliate of any Withdrawal Liability.

"Event of Default" has the meaning assigned to such term in Section 8.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Debt" means (a) Indebtedness among the Company and/or the Subsidiaries, (b) Indebtedness of any Foreign Subsidiary incurred for working capital purposes, (c) purchase money Indebtedness and (d) Capital Lease Obligations, in each case only to the extent permitted under Section 7.1.

"Excluded Subsidiary" means (a) any Immaterial Subsidiary; (b) any CFC; (c) any FSHCO; (d) any Subsidiary that is directly or indirectly owned by a CFC or a FSHCO; (e) any Domestic Subsidiary to the extent prohibited or restricted by applicable Law whether on the Effective Date or thereafter, or would require or be subject to any Governmental Authority or regulatory third party consent or approval, or would be prohibited or restricted by contract existing on the Effective Date or, with respect to Subsidiaries acquired after the Effective Date, by contract existing when such Subsidiary was acquired and not in contemplation of such acquisition, or resulting in material adverse Tax consequences to the Company or any of its direct or indirect Subsidiaries, as reasonably determined by the Company and the Lender Representative; or (f) any Subsidiary where the Lender Representative and the Company agree the cost of obtaining a Guarantee by such Subsidiary would be excessive in light of the practical benefit to the Lender afforded thereby.

"Fiscal Quarter" means a fiscal quarter of any Fiscal Year, which shall end on the last day of each of March, June, September and December of each Fiscal Year.

"Fiscal Year" means the fiscal year of the Company for financial reporting purposes hereunder ending on December 31 of each calendar year.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"FSHCO" means any Subsidiary that is a U.S. Person has no material assets other than the Equity Interests of one or more CFCs.

"Fully Satisfied" or "Full Satisfaction" means, as of any date, that on or before such date: (a) the principal of and interest accrued to such date on the Loan shall have been paid in full in cash and (b) all fees, expenses and other amounts then due and payable (other than contingent amounts for which a claim has not been made) shall have been paid in full in cash.

"GAAP" means generally accepted accounting principles and practices set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession).

"Governmental Authority" means the government of the United States or any other nation, or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, or

administrative powers or functions of or pertaining to government including any supra-national bodies (such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof or pledge any assets to secure the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, or (e) entered into for the purpose of assuring in any other manner the holder of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such holder against loss in respect thereof (in whole or in part). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as reasonably determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning. Notwithstanding the foregoing, the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Guarantor" means (a) on the Effective Date, each Subsidiary that is a party to the Note Guaranty and (b) thereafter, each such Subsidiary and each additional Subsidiary that becomes a guarantor of the Obligations pursuant to the terms of this Note, in each case other than any Subsidiary that has been released as a guarantor pursuant to the terms of the Note Guaranty.

"Hedging Agreement" means any interest rate protection agreement, foreign currency exchange agreement, currency options, spot contracts, collar transactions, commodity price protection agreement, rate swap transactions, basis swaps, forward rate transactions, or other interest rate, currency exchange rate, or commodity price hedging arrangement, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), designed to provide protection against fluctuations in interest rates, currency exchange rates, or commodity prices, whether or not any such transaction is governed by or subject to any master agreement.

"Immaterial Subsidiary" means, on any date of determination, any Subsidiary with (a) total assets equal to or less than 2.5% of the total assets of the Company and its Subsidiaries and (b) gross revenues equal to or less than 2.5% of the gross revenues of the Company and its Subsidiaries; provided that any such Subsidiary shall not be an Immaterial Subsidiary unless such Subsidiary, when aggregated with all other Subsidiaries that are not Guarantors have, as of the last day of the most recently completed Fiscal Quarter of the Company for which financial statements have (or should have) been delivered, (i) total assets equal to or greater than 5.0% of the total assets of the Company and its Subsidiaries or (ii) gross revenues equal to or greater than 5.0% of the gross revenues of the Company and its Subsidiaries.

"Indebtedness" of any Person (the "Subject Person") means, without duplication, (a) all indebtedness for borrowed money (including all obligations evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily paid), (b) the deferred purchase price of assets or services which in accordance with GAAP would be shown to be a liability (on the liability side of a balance sheet), but specifically excluding (i) accrued expenses and trade payables arising or incurred and paid in the ordinary

course of business and (ii) deferred compensation payable to directors, officers and employees of the Company or any Subsidiary so long as such compensation: (A) is incurred in the ordinary course of business and pursuant to any incentive compensation plan adopted by the board of directors of the Company in the ordinary course of business; and (B) is not evidenced by a note or similar written instrument (other than such incentive compensation plan's governing documentation or any grant notices issued thereunder), (c) the maximum stated amount of all letters of credit issued or acceptance facilities established for the account of such Subject Person and, without duplication, all drafts drawn thereunder, (d) all Capital Lease Obligations, (e) all Synthetic Lease Obligations and all obligations under any securitization facility or other similar off-balance sheet financing product to which such Subject Person is a party, where such transaction is considered borrowed money indebtedness for Tax purposes, (f) any Disqualified Equity Interests of such Subject Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or Indebtedness into which such Disqualified Equity Interests are convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Equity Interests, (g) any obligations of such Subject Person under conditional sales contracts and similar title retention instruments with respect to property acquired (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (h) all obligations under any Hedging Agreement (measured at the Termination Value thereof), (i) indebtedness owing by a partnership in which such Subject Person is a general partner to the extent of recourse to such Subject Person for the payment of such indebtedness, (j) all indebtedness referred to in clauses (a) through (i) of this definition of another Person secured by any Lien on any property of such Subject Person, whether or not such indebtedness has been assumed, in an amount not to exceed the fair market value of the property of such Subject Person securing such indebtedness, and (l) all Guarantees by such Subject Person of indebtedness of others referred to in clauses (a) through (i) of this definition.

"Indemnified Person" has the meaning assigned to such term in Section 12.10(b).

"Indemnified Tax" means any and all Taxes required to be withheld or deducted from a payment to the Lender pursuant to this Note other than (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of the Lender being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender with respect to the Loan and (c) Taxes attributable to a Lender's failure to comply with the first two sentences of Section 4.1.

"Interest Payment Date" means (a) the last day of each Interest Period and (b) the Maturity Date.

"Interest Period" means (a) the period commencing on the Effective Date and ending on the numerically corresponding day in the calendar month that is three (3) months thereafter and (b) each subsequent three (3) month period; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

"Interest Rate" means the LIBO Rate plus (a) 2.25% per annum for the first twelve (12) months after the Effective Date, and (b) 2.50% per annum thereafter.

"Investment" means, for any Person: (a) the acquisition (whether for cash, property, services, or securities or otherwise) of bonds, notes, debentures, or Equity Interests or other securities, or all or substantially all the assets of, or any line of business or division of, any other Person, or the acquisition of assets of another Person that constitute a business unit, whether direct or indirect or in one transaction or series of transactions; (b) the making of any advance, loan or other extension of credit or capital contribution to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person); (c) the entering into of any Guarantee or assumption of debt of, or other contingent obligation with respect to, Indebtedness or other liability of any other Person and (without duplication) any amount committed to be advanced, lent or extended to such Person; (d) the entering into of any Hedging Agreement; or (e) the entering into any joint venture.

"IP Migration" means the sale, exclusive license or other Disposition of intellectual property rights outside of the United States from the Company or any of its Domestic Subsidiaries to one or more Wholly-Owned Foreign Subsidiaries at any time before, on, or after the Effective Date.

"Laws" means, collectively, all applicable international, foreign, federal, state, commonwealth and local statutes, treaties, rules, guidelines, regulations, ordinances, codes, common laws and administrative or judicial precedents or authorities, including the interpretation thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

"Lender" has the meaning assigned to such term in the first paragraph of this Note.

"Lender Representative" means Pfizer.

"LIBO Rate" means, with respect to the Loan for any Interest Period, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in Dollars with a term equivalent to the applicable Interest Period as displayed on the Reuters screen page that displays such rate (currently page LIBOR01) (or, in the event such rate does not appear on a Reuters page or screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Lender Representative from time to time in its reasonable discretion) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period; provided that in no event shall the LIBO Rate be less than zero. In the event that such rate is not available at such time for any reason, then the LIBO Rate with respect to the Loan for such Interest Period shall be the rate at which dollar deposits in the amount of the Loan and for a maturity comparable to such Interest Period are offered by the principal London office of JPMorgan Chase Bank, N.A. in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, option, levy, execution, attachment, garnishment, hypothecation, assignment for security, deposit arrangement, encumbrance, charge, security interest or other preferential arrangement in the nature of a security interest of any kind or nature whatsoever, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan" has the meaning assigned to such term in the first paragraph of this Note.

"Loan Documents" means, collectively, this Note, the Note Guaranty and all other documents, instruments, and agreements executed and delivered, or acknowledged by an Obligor in connection with this Note, in each case excluding the Acquisition Agreement and all other documents, instruments, and agreements entered into in connection with the Acquisition Agreement that are not specifically related to the Note and the Note Guaranty).

"Margin Stock" means "margin stock" within the meaning of Regulations T, U and X of the Board.

"Material Adverse Effect" means a material adverse change in, or a material adverse effect upon (a) the business, results of operations, assets or financial condition of the Company and its Subsidiaries taken as a whole, (b) the ability of the Company and its Subsidiaries taken as a whole to perform their material obligations under this Note or any of the Loan Documents to which they are a party, (c) the legality, validity, binding effect, or enforceability of this Note or any other Loan Document, or (d) the rights and remedies of or benefits available to the Lender under this Note or any of the other Loan Documents.

"Material Contract" means with respect to any Obligor, each contract to which such Obligor is now or at any time hereafter a party (other than the Loan Documents) for which breach, nonperformance, cancellation, or failure to renew could reasonably be expected to have a Material Adverse Effect.

"Material Indebtedness" means Indebtedness (other than the Loan), of any one or more of the Company and its Subsidiaries in an aggregate principal amount (including undrawn committed or available amounts) exceeding $25,000,000. For purposes of determining Material Indebtedness, the principal amount of the obligations of any Person in respect of any Hedging Agreement at any time shall be the Termination Value thereof.

"Maturity Date" means February 3, 2020.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Company or any ERISA Affiliate is making, or is accruing an obligation to make, or has accrued an obligation to make, contributions within the preceding six (6) years.

"Net Proceeds" means, with respect to any Prepayment Event (a) the cash proceeds received in respect of such event including (i) any cash received in respect of any non-cash proceeds, but only as and when received, (ii) in the case of a casualty, insurance proceeds, and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, net of (b) the sum of (i) all fees and out-of-pocket expenses (including underwriting discounts, investment banking fees, commissions, collection expenses and other transaction costs) paid or reasonably estimated to be payable by the Company and the Subsidiaries in connection with such event, (ii) in the case of a Disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), the principal amount, premium or penalty, if any, interest, breakage, costs and other amounts on any Indebtedness subject to mandatory prepayment as a result of such event, (iii) in the case of any Disposition, casualty, condemnation or similar event by a non-Wholly-Owned Subsidiary, the pro-rata portion of the Net Proceeds thereof (calculated without regard to this clause (iii)) attributable to minority interests and not available for distribution to or for the account of the Company or a Wholly-Owned Subsidiary as a result thereof, (iv) the amount of all Taxes paid (or reasonably estimated to be payable) by the Company and the Subsidiaries, and (v) the amount of any reserves established by the Company and the Subsidiaries in accordance with GAAP to fund contingent liabilities reasonably estimated to be payable (however, the amount of any subsequent reduction of such reserve (other than in connection with a payment in respect of any such liability) shall be deemed to be Net Proceeds on the date of such reduction), in each case, that are directly attributable to such event (as determined reasonably and in good faith by a Responsible Officer of the Company).

"Non-Repatriated Cash" has the meaning assigned to such term in Section 3.3(b).

"Note Guaranty" means, the Note Guaranty dated as of the Effective Date, by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto in favor of the Lender.

"Obligations" means all of the obligations, indebtedness and liabilities of the Obligors to the Lender under this Note or any of the other Loan Documents, including principal, interest, fees, prepayment premiums (if any), expenses, reimbursements and indemnification obligations and other amounts, absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Company or any Subsidiary thereof of any proceeding under any Debtor Relief Laws or other similar laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

"Obligor" means the Company and each Guarantor.

"Organizational Documents" means, with respect to any Person (a) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such Person, (b) in the case of any limited liability company, the certificate or articles of formation and operating agreement (or similar documents) of such Person, (c) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person, (d) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (e) in any other case, the functional equivalent of the foregoing, and (f) any shareholder, voting trust or similar agreement between or among any holders of Equity Interests of such Person.

"Other Connection Taxes" means, with respect to a holder of this Note, Taxes imposed as a result of a present or former connection between such holder and the jurisdiction imposing such Tax (other than connections arising from such holder having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in the Loan or any Loan Document).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Permitted Acquisition" means: any Acquisition that meets all of the following requirements:

(a) no less than five (5) Business Days prior to the proposed closing date of such Acquisition (or such shorter period as is acceptable to the Lender Representative in its reasonable discretion), the Company shall have delivered written notice of such Acquisition to the Lender Representative, which notice shall include the proposed closing date of such Acquisition;

(b) the Company shall have certified on or before the closing date of such Acquisition, in writing, that, to the knowledge of the Company, such Acquisition has been approved by the board of directors (or equivalent governing body) of the Person to be acquired;

(c) if such Acquisition is a merger or consolidation, the Company or a Subsidiary shall be the surviving Person, or the surviving Person shall become, if required, a Guarantor in accordance with, and within the time periods specified in this Agreement, and no Change in Control shall have been effected thereby;

(d) the Permitted Acquisition Consideration with respect to all such Acquisitions shall not exceed $30,000,000 in the aggregate in any Fiscal Year; and

(e) no Default or Event of Default shall have occurred and be continuing both before and after giving effect to such Acquisition and any Indebtedness incurred in connection therewith.

"Permitted Acquisition Consideration" means the aggregate amount of the purchase price, including, but not limited to, any assumed debt, earn-outs (provided that to the extent such earn-out is subject to a contingency, such earn-out shall be valued at the amount of reserves, if any, required under GAAP at the date of such acquisition), payments in respect of non-competition agreements or other arrangements accounted for as acquisition consideration under GAAP, deferred payments (valued at the discounted present value thereof), or Equity Interests of the Company, to be paid on a singular basis in connection with any applicable Permitted Acquisition as set forth in the applicable documents underlying such Permitted Acquisition executed by the Company or any of its Subsidiaries in order to consummate the applicable Permitted Acquisition (but excluding ongoing royalty payments).

"Permitted Encumbrances" means: (a) Liens for Taxes or governmental charges or levies (i) not yet delinquent for a period of more than thirty (30) days or (ii) which are delinquent for a period of more than thirty (30) days and are being diligently contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established (and as to which the property subject to such Lien is not yet subject to foreclosure or sale on account thereof); (b) Liens in respect of property imposed by law or contract arising in the ordinary course of business such as materialmen's, carrier's, mechanics', landlord's, suppliers', warehousemen's, and other like Liens; provided that such Liens secure only amounts not more than forty-five (45) days past due or are being contested in good faith by appropriate proceedings for which adequate reserves determined in accordance with GAAP have been established (and as to which the property subject to such Lien is not yet subject to foreclosure, sale or loss on account thereof); (c) pledges or deposits made in the ordinary course of business to secure payment of worker's compensation insurance, unemployment insurance, pensions or social security, property, casualty, or liability insurance, or other insurance programs; (d) Liens arising from good faith deposits in connection with or to secure performance of utilities, tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations incurred in the ordinary course of business (other than obligations in respect of the payment of borrowed money); (e) easements, rights-of-way, servitudes, restrictions (including zoning restrictions and building and similar laws), defects or irregularities in title and other similar charges or encumbrances not, in any material respect, impairing the use of such property for its intended purposes or interfering with the ordinary conduct of business of any Obligor; (f) Liens in existence on the Effective Date and described on Schedule 9.2; (g) Liens securing Capital Lease Obligations or purchase money Indebtedness (which shall include Indebtedness incurred within one hundred eighty (180) days of the acquisition or completion of construction of an asset to finance (or refinance in accordance with Section 7.1(d)) all or a portion of the purchase price or cost of construction of such asset) to the extent the Capital Lease Obligations or purchase money Indebtedness secured by such Lien is permitted by Section 7.1(d); and provided such Lien attaches only to the asset so purchased, constructed or leased and the proceeds thereof (or, with respect to any lender or lessor, other assets financed by such lender or lessor); (h) licenses or sublicenses (including as to patents, trademarks, copyrights, and other intellectual property rights) and leases or subleases granted to others in the ordinary course of business and not interfering in any material respect with the business of any Obligor or any of its Subsidiaries; (i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (j) judgment Liens in respect of judgments that do not constitute an Event of Default under clause (i) of Section 8; provided the enforcement of such Lien is effectively stayed; (k) customary Liens (including the right of set-off) in favor of banking institutions encumbering deposits held by such

banking institutions or in favor of collecting banks incurred in the ordinary course of business; (l) Liens on securities that are the subject of repurchase agreements permitted by the definition of Cash Equivalents; (m) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement related to an Investment or Disposition permitted hereunder; (n) Liens that are replacements of Permitted Encumbrances to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness; (o) Liens granted in the ordinary course of business on the unearned portion of insurance premiums and the proceeds of insurance policies securing the financing of insurance premiums to the extent the financing is permitted under clause (j) of Section 7.1; (p) to the extent constituting Liens, options, put and call arrangements, rights of first refusal and similar rights relating to Equity Interests in joint ventures or other Investments in each case permitted pursuant to Section 7.5; (q) any interest or title of a licensor, sublicensor, lessor or sublessor (and any Lien on the interest of title licensor, sublicensor, lessor or sublessor) as to any assets under any inbound license or lease agreement entered into by the Company or any Subsidiary in the ordinary course of business and not prohibited by this Note; (r) to the extent constituting Liens, any option or other agreement to purchase any asset of the Company or any Subsidiary, the Disposition of which is expressly permitted under Section 7.4; (s) Liens securing all obligations, contingent or otherwise, relating to letters of credit, banker's acceptances, bank guarantees and similar instruments, whether or not drawn, including, without limitation, any reimbursement obligation, to the extent securing Indebtedness permitted under Section 7.1; (t) customary setoff rights in favor of any counterparty to any Hedging Agreements and reasonable customary deposits, which secure Indebtedness under Hedging Agreements, in each case, to the extent permitted by this Note; (u) Liens on assets of Foreign Subsidiaries securing Indebtedness permitted pursuant to Section 7.1(o); (v) Liens encumbering customary initial deposits and customary margin deposits and similar customary Liens attaching to brokerage accounts not prohibited hereunder; (w) Liens existing at the time any Person becomes a Subsidiary or assets were acquired from such Person in connection with an Investment not prohibited hereunder; provided that such Lien is not incurred in contemplation of such Investment; (x) other Liens as to which the aggregate amount of the obligations secured thereby does not exceed $20,000,000 at any time.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

"Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Company or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prepayment Event" means (a) any Disposition (including pursuant to a sale and leaseback transaction) of any property or assets of the Company or any Subsidiary that is made under Section 7.4(o) and is outside the ordinary course of business; (b) any casualty or other damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Company or any Subsidiary; (c) any incurrence or issuance by the Company or any Subsidiary of any Specified Debt other than Excluded Debt; or (d) any Equity Issuance by the Company or any Subsidiary.

"Qualified Equity Interest" means and refers to any Equity Interests issued by the Company or one or more of its Subsidiaries that is not a Disqualified Equity Interest.

"Refinancing Indebtedness" means refinancings, renewals, or extensions of Indebtedness so long as: (a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended other than for the amount of any premiums, make-whole

amounts or penalties and accrued and unpaid interest paid thereon, the fees and expenses incurred in connection therewith (including any closing fees and original issue discount) and by the amount of the unfunded commitments with respect thereto, (b) such refinancings, renewals, or extensions do not result in a shortening of the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, (c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender as those that were applicable to the refinanced, renewed, or extended Indebtedness, and (d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Obligor other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended or secured by any property other than property that secured the Indebtedness that was refinanced, renewed or extended.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, and advisors of such Person and of such Person's Affiliates.

"Repatriation Event" has the meaning assigned to such term in Section 3.3(b).

"Replacement Facility" has the meaning assigned to such term in Section 6.1.

"Responsible Officer" means the chief executive officer, president, chief financial officer, principal accounting officer, treasurer, vice president of finance or controller of any Person. Any document delivered hereunder that is signed by a Responsible Officer of any Person shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Person.

"Restricted Payment" means, with respect to any Person, any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of or issued by such Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interest of or issued by such Person or any payment of management fees or consulting fees to any holder of Equity Interests of such Person.

"Sale Leaseback" means the entering into any arrangement, directly or indirectly, with any Person whereby it shall dispose of any property, whether now owned or hereafter acquired and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose as the property being disposed of.

"SEC" means the Securities and Exchange Commission or any other Governmental Authority succeeding to any of the principal functions thereof.

"Solvent" and "Solvency" mean, with respect to any Person and its Subsidiaries on a consolidated basis on any date of determination, that on such date (a) the fair value of the assets of such Person and its Subsidiaries, on a consolidated basis, is greater than the total amount of liabilities, including contingent liabilities, of such Person and its Subsidiaries, (b) the present fair salable value of the assets of such Person and its Subsidiaries, on a consolidated basis, is not less than the amount that will be required to pay the probable liability, on a consolidated basis, of such Person and its Subsidiaries on their debts as they become absolute and matured, (c) such Person and its Subsidiaries, on a consolidated basis, do not intend to, or believe (nor should they reasonably believe) that they will, incur debts or liabilities beyond such Person's and its Subsidiaries', on a consolidated basis, ability to pay such debts and liabilities as they become due, (d) such Person and its Subsidiaries', on a consolidated basis, are not engaged in business or a transaction, and are

not about to engage in business or a transaction, for which such Person's and its Subsidiaries', on a consolidated basis, property would constitute an unreasonably small capital, and (e) such Person and its Subsidiaries', on a consolidated basis, are able to pay its debts and liabilities, contingent obligations and other commitments as they mature. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Debt" means Indebtedness issued or incurred pursuant to a public or private placement of debt securities or any incurrence of Indebtedness for borrowed money.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any other Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other Person (a) of which more than fifty percent (50%) of the Equity Interests or more than fifty percent (50%) of the ordinary voting power, are as of such date, owned, controlled or held by the parent (either directly or through one or more intermediaries or both) or (b) the management of which is, as of such date, otherwise controlled, by the parent (either directly or through one or more intermediaries or both). Unless otherwise specified, "Subsidiary" means a Subsidiary of the Company.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or Tax retention lease, or (b) an agreement for the use or possession of property (including sale and leaseback transactions), in each case, creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Debtor Relief Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Value" means, in respect of any Hedging Agreement, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreement, (a) for any date on or after the date such Hedging Agreement has been closed out and termination value determined in accordance therewith, such termination value, and (b) for any date prior to the date referenced in clause (a) of this definition the amount determined as the mark-to-market value for such Hedging Agreement, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreement.

"Transactions" means (a) the execution, delivery and performance by each Obligor of this Note and the other Loan Documents and (b) the transactions contemplated by the Acquisition Agreement.

"United States" and "U.S." mean the United States of America.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"Wholly-Owned" means a Person in which (other than directors' qualifying shares required by law) 100% of the Equity Interests, at the time as of which any determination is being made, is owned, beneficially and of record, by the Company, or by one or more of the other Wholly-Owned Subsidiaries of the Company, or both.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Section 1.2 Interpretation. With reference to this Note and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) unless otherwise specified, all references in any Loan Document to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time, (vi) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Note or any other Loan Document, and (vii) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP, as in effect from time to time. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Company and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded and operating and capital leases will be treated in a manner consistent with their treatment under GAAP as in effect on the Effective Date, notwithstanding any modifications or interpretive changes thereto that may occur thereafter.

SECTION 1. INTEREST.

The Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate equal to the Interest Rate for such Interest Period and shall be payable in arrears on each Interest Payment Date. Any overdue interest or principal payment on this Note shall bear interest, payable on demand, for each day from and including the date payment thereof was due to but excluding the date of actual payment, at a rate per annum equal to the rate that would otherwise be applicable thereto plus 2.00% per annum. All

interest hereunder shall be computed on the basis of a year of 365 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable LIBO Rate shall be determined by the Lender Representative and such determination shall be conclusive absent manifest error. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

SECTION 2. PRINCIPAL PAYMENTS.

Section 3.1 Scheduled Principal Payments.

(a) This Note shall not be subject to any required principal payment prior to the Maturity Date, other than as expressly set forth in Section 3.3 or Section 9.

(b) On the Maturity Date, the Company shall pay the then-outstanding principal amount of this Note and all accrued and unpaid interest thereon.

Section 3.2 Optional Prepayment. The Company may, at its option, upon notice as provided below, prepay at any time all, or from time to time any part of, this Note at 100% of the principal amount so prepaid, plus accrued but unpaid interest through the prepayment date with respect to such principal amount but without any premium or penalty. The Company will give the Lender Representative written notice (which notice may be conditional) of each optional prepayment under this Section 3.2 not less than one (1) Business Day prior to the date fixed for such prepayment (or such shorter period as the Lender Representative may agree in its sole discretion). Each such notice shall specify the date fixed for prepayment, the aggregate principal amount of this Note to be prepaid on such date, and the interest to be paid on such date with respect to such principal amount being prepaid. Amounts prepaid or repaid may not be reborrowed.

Section 3.3 Mandatory Prepayment.

(a) In the event and on each occasion that any Net Proceeds are received by or on behalf the Company or any Subsidiary in respect of any Prepayment Event, the Company shall, (i) in the case of any event described in clause (c) of the definition of the term "Prepayment Event", within one (1) Business Day, after such Net Proceeds are received and (ii) in all other cases, within three (3) Business Days, after such Net Proceeds are received, prepay or cause to be prepaid the Loan in an aggregate amount equal to 100% of the amount of such Net Proceeds; provided that, in the case of any event described in clauses (a) or (b) of the definition of the term "Prepayment Event," (i) no such prepayment will be required if the Net Proceeds with respect to any such Prepayment Event is less than $5,000,000; and (ii) if the Company shall deliver to the Lender Representative a certificate of a financial officer to the effect that the Company and the Subsidiaries intend to apply the Net Proceeds from such event, within twelve (12) months after receipt of such Net Proceeds, to acquire or replace assets (other than ordinary course current assets) or repair, improve or maintain assets to be used in the business of, or otherwise useful in the operations of, the Company and its Subsidiaries, then no prepayment shall be required pursuant to this proviso in respect of such event except to the extent of any Net Proceeds therefrom that have not been so applied within twelve (12) months after receipt of such Net Proceeds, at which time a prepayment shall be required in an amount equal to the Net Proceeds that have not been so applied. Amounts prepaid or repaid may not be reborrowed; provided that, if the Company enters into a bona fide commitment to reinvest such Net Proceeds within twelve (12) months after receipt thereof, then no prepayment shall be required pursuant to this provision in respect of such event except to the extent of any Net Proceeds therefrom that have not been so applied within eighteen (18) months after receipt of such Net Proceeds.

(b) Notwithstanding any other provisions of this Section 3.3, (i) to the extent that any Net Proceeds from any Prepayment Event pursuant to clauses (a) or (b) of the definition of "Prepayment Event" are realized by a Foreign Subsidiary (a "Repatriation Event") and the repatriation of such Net Proceeds to the Company would be prohibited or delayed by applicable local Law, an amount equal to the Net Proceeds that would be so affected were the Company to attempt to repatriate such cash will not be required to be applied to repay the Loan at the times provided in Section 3.3(a) so long, but only so long, as the applicable local Law would not otherwise permit repatriation to the United States pursuant to this Section 3.3 and (ii) to the extent that the Company has reasonably determined in good faith that repatriation of any of or all the Net Proceeds of any Repatriation Event would have material adverse Tax consequences with respect to such Net Proceeds, an amount equal to such Net Proceeds that would be so affected will not be subject to repayment under this Section 3.3 (such cash referred to in clauses (i) and (ii), the "Non-Repatriated Cash"); provided that if any Non-Repatriated Cash is repatriated, such repatriated funds will be promptly applied (net of an amount equal to the additional Taxes payable or reserved against as a result of a repatriation and any additional costs incurred as a result of a repatriation) by the Company to the repayment of the Loan pursuant to this Section 3.3. Non-Repatriated Cash may not be used for any Restricted Payment by the Company.

Section 3.4 Payment Dates. Whenever any payment of interest or principal under this Note is stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and any such additional days elapsed shall be reflected in the computation of the interest payable on such next succeeding Business Day.

Section 3.5 Maturity, Surrender, etc. In the case of each prepayment of this Note pursuant to this Section 3, the principal amount of this Note to be prepaid shall (subject to any condition in the applicable notice) mature and become due and payable on the date fixed for such prepayment, together with interest on such principal amount accrued to such date. From and after such date, unless the Company shall fail to pay such principal amount when so due and payable, together with the interest, if any, as aforesaid, interest on such principal amount shall cease to accrue. All payments hereunder will be made in such coin or currency of the United States as at the time of payment shall be legal tender for the payment of public and private debts. All payments hereunder shall to be made by wire transfer of immediately available funds to such account as the Lender Representative may designate from time to time in writing to the Company.

SECTION 4. TAXES.

Section 4.1 Tax Forms. On or before the Effective Date (or, in the case of any holder of this Note other than the initial holder, on or before the date that such person becomes a holder of this Note), each holder of this Note shall deliver a duly completed and executed Internal Revenue Service Form W-8BEN-E or Internal Revenue Service Form W-9, as applicable, to the Company. The Lender and the Company shall otherwise cooperate and produce on a timely basis any Tax forms, certifications, or reports and other documentation reasonably requested by the other party in connection with any payment made under this Note. Each party shall provide reasonable cooperation to the other party in connection with any official or unofficial Tax audit or contest relating to payments made under this Note.

Section 4.2 Payments Free of Taxes. Any and all payments by or on account of any obligation of the Obligors hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes; provided that if the Company shall be required by applicable Law (as determined in the good faith discretion of the Company) to deduct or withhold any Taxes from such payments, then (i) the Company shall make such deductions or withholdings, (ii) the Company shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law and (iii) if such Tax is an Indemnified Tax, then the sum payable by the Company shall be

increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 4) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

Section 4.3 Tax Indemnification. The Company shall indemnify the Lender, within ten (10) Business Days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 4) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Company by the Lender shall be conclusive absent manifest error.

Section 4.4 Evidence of Payments. Within ten (10) Business Days after any payment of Taxes by the Company to a Governmental Authority pursuant to this Section 4, the Company shall deliver to the Lender Representative the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender Representative.

Section 4.5 Survival. The agreements and obligations of the Company and the Lender contained in this Section 4 shall survive the repayment, satisfaction, replacement or discharge, in full or in part, of the Loan or any other obligations under the Loan Documents and the termination of this Note or any other Loan Document.

Section 4.6 Treatment of Certain Refunds. If the Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 4 (including by the payment of additional amounts pursuant to this Section 4), it shall pay to the Company an amount equal to such refund (but only to the extent of indemnity payments made under this Section 4 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of the Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). The Company, upon the request of the Lender, shall repay to the Lender the amount paid over pursuant to this Section 4.6 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that the Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 4.6, in no event will the Lender be required to pay any amount to the Company pursuant to this Section 4.6 the payment of which would place the Lender in a less favorable net after-Tax position than the Lender would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require the Lender to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Company or any other Person.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Lender that, on the Effective Date:

Section 5.1 Organization; Powers. Each of the Obligors is (a) duly organized, validly existing, and, if applicable in its jurisdiction of organization, in good standing or the equivalent status under the laws of the jurisdiction of its organization, (b) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, has all requisite corporate or similar power and authority and all governmental licenses, permits, authorizations, and other approvals and entitlements to own and operate its property, to lease or sublease any property its operates, to occupy

any property it occupies, and to carry on its business as now conducted and as contemplated to be conducted by it upon and following the consummation of the Transactions, (c) has all requisite corporate or similar power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (d) except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is duly qualified or licensed and is in good standing as a foreign corporation or other company, and authorized to do business, in each jurisdiction in which the characters of its properties or the nature of its business requires such qualification or authorization.

Section 5.2 Authorization; Enforceability. The execution, delivery and performance by each Obligor of the Loan Documents to which it is a party and the performance of each Obligor's obligations thereunder are within each Obligor's requisite powers and have been duly authorized by all necessary corporate, limited liability company or other organizational action, and, if required, by all necessary action by holders of Equity Interests in each such Obligor. The Loan Documents to which each Obligor is a party have been duly executed and delivered by such Obligor and constitute, a legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms, except as such enforceability may be limited by (a) Debtor Relief Laws or similar laws affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.3 No Default; No Conflicts. The execution, delivery and performance by each Obligor of the Loan Documents to which it is a party (a) do not require any consent, authorization or approval of, registration or filing with, notice to, or any other action by, any Governmental Authority or any other Person except for consents, authorizations, approvals, registration, filings, notices or other acts (i) for which the failure to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (ii) which have been obtained or made and are in full force and effect; (b) will not violate (i) any applicable law or regulation applicable to any Obligor or its Subsidiaries except for violations that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) the Organizational Documents of any Obligor or any of its Subsidiaries; (c) will not violate or result in a default under any Material Contract or Material Indebtedness binding upon any Obligor or any of its Subsidiaries or its assets, or require the acceleration of any payment to be made by any such Person thereunder except for violations or defaults that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (d) will not conflict with or result in a breach or contravention of, any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which any Obligor or any of its Subsidiaries is a party or affecting such Person or its properties except for conflicts, breaches or contraventiions that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (e) will not result in the creation or imposition of any Lien on any asset of any Obligor or any of its Subsidiaries.

Section 5.4 Compliance with Laws. No Obligor nor any Subsidiary is subject to, in violation of, or in default with respect to, any judgments, laws, regulations, orders, writs, injunctions and decrees of any Governmental Authority applicable to it or its property that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

Section 5.5 Investment Company Status. No Obligor nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" (as each such term is defined or used in the Investment Company Act of 1940) or subject to regulation any other federal or state statute or regulation that limits its ability to incur Indebtedness or that otherwise renders all or any portion of the Obligations unenforceable.

Section 5.6 Use of Credit. Neither such Obligor nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of any extension of credit hereunder will be used to buy or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

Section 5.7 Existing Subsidiaries. Set forth on Schedule 5.7 is a complete and correct list of all of the Subsidiaries of the Company as of the Effective Date, together with, for each such Subsidiary, (i) the jurisdiction of organization, of such Subsidiary; (ii) each Person holding Equity Interests in such Subsidiary; (iii) the authorized, issued and outstanding Equity Interests issued by such Subsidiary; (iv) the Equity Interests held by each such Person; and (v) the percentage of ownership of such Subsidiary represented by such Equity Interests. Each of the Company and the Subsidiaries owns, free and clear of Liens (other than Liens described in clauses (a), (j) or (r) of the definition of Permitted Encumbrances, if any), and has the unencumbered right to vote, all outstanding Equity Interests in each Person shown to be held by it on Schedule 5.7, and all of the issued and outstanding Equity Interests of each such Person organized as a corporation or limited liability company is validly issued, fully paid (if applicable) and, with respect to any corporation, non-assessable as of the Effective Date.

Section 5.8 Solvency. The Company is, and will be after giving effect to the Transactions, together with its Subsidiaries taken as a whole, Solvent.

SECTION 6. AFFIRMATIVE COVENANTS

Section 6.1 Replacement of Note. The Company will use commercially reasonable efforts as promptly as reasonably practicable following the Effective Date to obtain alternative financing in an amount sufficient to repay all outstanding amounts under this Note (the "Replacement Facility"). It is hereby acknowledged that in connection with entering into the Replacement Facility, (a) the Company may be required to pay fees, rates and expenses greater than those payable pursuant to the terms of this Note and (b) the Replacement Facility may be on terms and conditions that differ from, or are less favorable to the Company than, the provisions of this Note (including, without limitation, financial covenants and collateral matters), and in each such case, it shall be deemed commercially reasonable for the Company to enter into such Replacement Facility provided that the terms and conditions of such Replacement Facility are reflective of market terms and conditions for a syndicated secured term loan facility or secured high yield bonds at the time of issuance or incurrence thereof.

Section 6.2 Financial Statements and Other Information. The Company will furnish to the Lender Representative:

(a) as soon as available and in any event within ninety (90) days after the end of each Fiscal Year commencing with the Fiscal Year ending on December 31, 2016, the consolidated balance sheet and related statements of income, stockholders' equity and cash flows of the Company and the Subsidiaries as of the end of and for such year, setting forth in comparative form the figures for the previous Fiscal Year, audited and reported on by independent public accountants of recognized national standing reasonably acceptable to the Lender Representative (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit (other than qualifications resulting solely from one or more debt maturities occurring within twelve months of the date of the relevant audit opinion)) to the effect that such consolidated financial statements present fairly in all materials respects the financial condition and results of operations of the Company and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, and a certification of a Responsible Officer of the Company

that such consolidated financial statements present fairly in all materials respects the financial condition and results of operations of the Company and the Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) as soon as available and in any event within forty-five (45) days after the end of each of the first three Fiscal Quarters of each Fiscal Year commencing with the Fiscal Quarter ending closest to March 31, 2017, (i) the consolidated balance sheet and related statements of income, stockholders' equity and cash flows of the Company and its Subsidiaries as of the end of and for such Fiscal Quarter and the then elapsed portion of the Fiscal Year, setting forth in each case in comparative form the figures for (or, in the case of the balance sheet, as of the end of) the corresponding period or periods of the previous Fiscal Year, and (ii) a certification of a Responsible Officer of the Company that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and the Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end and audit adjustments and the absence of footnotes;

(c) commencing with the Fiscal Quarter ending closest to March 31, 2017, concurrently with any delivery of financial statements under clauses (a) or (b) of this Section 6.2, a certificate in a form reasonably acceptable to the Lender Representative of a Responsible Officer of the Company certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(d) not later than five (5) Business Days after receipt thereof by any Obligor or any Subsidiary thereof, copies of all notices, written requests and other documents (including amendments, waivers and other modifications) so received under or pursuant to any Material Indebtedness or under any Material Contract regarding or related to any breach or default by any party thereto; and

(e) promptly following any request therefor, such other information and reports regarding each Obligor or any of its Subsidiaries, or compliance with the terms of this Note and the other Loan Documents, as the Lender Representative may from time to time reasonably request.

Documents required to be delivered pursuant to this Section 6.2 may be delivered electronically and if so, shall be deemed to have been delivered on the date on which such documents are received by the Lender Representative; provided that the Company shall deliver paper copies of such documents to the Lender Representative if requested. To the extent delivery of any of the document referred to above shall come due on a day other than a Business Day, delivery of such documents shall be required (notwithstanding the provisions above) to be made on the next following Business Day. Notwithstanding the foregoing, the obligations in clauses (a) and (b) of this Section 6.2 may be satisfied with respect to financial information of the Company and its Subsidiaries by furnishing the Company's SEC Form 10-K or 10-Q, as applicable, filed with the SEC.

Section 6.3 Notices of Material Events. Each Obligor will furnish to the Lender Representative prompt written notice of the following, after a Responsible Officer of any Obligor has obtained knowledge thereof:

(a) the occurrence of any Default or Event of Default;

(b) filing or commencement of, or any material development in, any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Obligor or any

of their respective Affiliates that (i) involves any Loan Document or (ii) could reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(d) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 6.3 shall be accompanied by a statement of a Responsible Officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 6.4 Books and Records; Inspection Rights. Each Obligor shall, and shall cause each of its Subsidiaries to, keep proper books of record and account in which full, true, and correct in all material respect entries in accordance with GAAP are made of all dealings and transactions in relation to its business and activities. Each Obligor will, and will cause each of its Subsidiaries to, permit any representatives (including consultants, auditors, accountants and advisors) designated by the Lender Representative, upon reasonable prior notice if no Event of Default then exists, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its employees (provided an authorized representative of the Company shall be allowed, but not required, to be present during such discussion), independent accountants (if a Default or Event of Default is then continuing), or officers, all at such reasonable times and as often as reasonably requested; provided that, in no event shall any Obligor or any of its Subsidiaries be required pursuant to the terms of this Section 6.4 to allow any such Person to inspect or examine, or be required to discuss, any records, documents or other information (i) with respect to which any Obligor or any its Subsidiaries has obligations of confidentiality (it being understood that if any information is withheld in reliance on clause (i) the Company shall advise the Lender Representative of such fact and any Obligor or any of its Subsidiaries shall, following a reasonable request from the Lender Representative, use commercially reasonable efforts to furnish the relevant information by alternative means that would not violate the relevant obligation of confidentiality, including by requesting consent from the applicable contractual counterparty to disclose such information) or (ii) that is subject to attorney client-privilege; and provided, further, that excluding any such visits and inspections during the continuation of an Event of Default, the Lender Representative shall not exercise such rights more often than one time during any calendar year. If a Event of Default is then continuing, each Obligor will, and will cause each of its Subsidiaries to permit any representatives designated by the Lender Representative (including any consultants, accountants, collateral auditors and appraisers) to conduct inspections, audits, verifications, and appraisals at such times and intervals as reasonably designated by the Lender Representative.

Section 6.5 Compliance with Laws. Each Obligor shall, and shall cause each of its Subsidiaries to, comply with all laws, rules, regulations, and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 6.6 Certain Obligations Respecting Subsidiaries. The Company shall take such action, and shall cause each of its Subsidiaries to take such action, from time to time as shall be necessary to ensure that all Subsidiaries (other than any Excluded Subsidiary) are "Guarantors" hereunder. Without limiting the generality of the foregoing, the Company and its Subsidiaries shall cause (a) any Subsidiary (other than any Excluded Subsidiary) created or acquired after the Effective Date, and (b) any Subsidiary that is no longer an Excluded Subsidiary at any time of determination to, and shall cause each of its Subsidiaries

(other than any Excluded Subsidiary) to, within thirty (30) days after any of the foregoing events, become a "Guarantor" hereunder by executing and delivering the joinder to the Note Guaranty.

Section 6.7 Further Assurances. The Company shall, and shall cause each other Obligor to, execute any and all further documents, agreements and instruments, and take all such further actions, which may be required under any applicable Law, or which the Lender Representative may reasonably request, to effectuate the transactions contemplated by the Loan Documents all at the expense of the Company.

SECTION 7. NEGATIVE COVENANTS

Beginning on the Effective Date and thereafter, until all Obligations are Fully Satisfied, no Obligor shall, nor shall it permit any of its Subsidiaries to:

Section 7.1 Indebtedness. Create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness under this Note and the other Loan Documents;

(b) the Indebtedness described on Schedule 7.1, and any Refinancing Indebtedness in respect of such Indebtedness;

(c) unsecured intercompany Indebtedness among any of the Company and its Subsidiaries permitted under Section 7.5;

(d) Indebtedness consisting of Capital Lease Obligations and Indebtedness incurred to finance the acquisition, construction or improvement of any asset; provided that (i) such Indebtedness when incurred does not exceed the purchase price or cost of construction or improvement of such asset, and (ii) the aggregate principal amount of Indebtedness permitted by this clause (d) does not exceed $20,000,000 at any time outstanding, and any Refinancing Indebtedness in respect of such Indebtedness;

(e) Indebtedness arising in connection with Hedging Agreements permitted by Section 7.11;

(f) Indebtedness incurred in the ordinary course of business under surety and appeal bonds, performance bonds, bid bonds, appeal bonds, and similar obligations, and reimbursement obligations in respect of any of the foregoing;

(g) Guarantees by the Company and any Subsidiary in respect of Indebtedness of the Company or any Subsidiary otherwise permitted hereunder; provided that (i) in the case of any Guarantee of Indebtedness of any Subsidiary that is not an Obligor by any Obligor, such Guarantee is permitted under Section 7.5 and (ii) if the Indebtedness being Guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lender as those contained in the subordination of such Indebtedness;

(h) Indebtedness incurred in the ordinary course of business in respect of employee severance and employment agreements, workers' compensation claims, unemployment or other insurance or self-insurance obligations, health, disability or other benefits to employees or former employees and their families;

(i) Indebtedness consisting of the financing of insurance premiums for the Company or any of its Subsidiaries in the ordinary course of business, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(j) Indebtedness incurred in the ordinary course of business in respect of cash management or related services (including the Automated Clearing House processing of electronic fund transfers through the direct Federal Reserve Fedline system, credit cards, credit card processing services, debit cards, stored value cards, gift cards, purchase cards (including so-called "procurement cards" or "P-cards") and controlled disbursement and overdraft services) provided by a depository bank to its customers;

(k) endorsements of instruments or other payment items for deposit;

(l) other unsecured Specified Debt incurred or issued by the Company or its Subsidiaries; provided that such Specified Debt shall (i) mature after the Maturity Date; (ii) have a longer or equal weighted average life to maturity than the remaining weighted average life to maturity of the Loan; and (iii) not have borrowers, issuers, guarantors or other obligors or security in any case more extensive than the Note; provided, further, that the Net Proceeds thereof are used to prepay the Loan in accordance with Section 3.3(a);

(m) to the extent constituting Indebtedness, obligations in respect of purchase price adjustments, earn-outs, non-competition agreements, and other similar arrangements, or other deferred payments of a similar nature, in each case, incurred in connection with an Investment not prohibited hereunder;

(n) Indebtedness constituting reimbursement obligations in respect of letters of credit, bank guarantees, and similar instruments issued for the account of the Company or any Subsidiary in the ordinary course of business, in an aggregate amount not to exceed $10,000,000;

(o) Indebtedness of any Foreign Subsidiary in an aggregate principal amount not to exceed $20,000,000; and

(p) customer advances or deposits received in the ordinary course of business.

Section 7.2 Liens. Create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, except for Permitted Encumbrances.

Section 7.3 Fundamental Changes; Lines of Business. (a) Merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, (in each case, whether now owned or hereafter acquired), or liquidate, wind up, or dissolve, except that:

(i) any Subsidiary may merge into or consolidated with the Company or any other Subsidiary; provided, (1) if the Company is party to any such transaction, the Company shall be the surviving entity, and (2) if the Company is not a party to such transaction but an Obligor is, (A) the surviving entity shall be an Obligor or (B) if a Subsidiary that is not an Obligor shall be the surviving entity or the transferee of such assets, such merger shall be deemed to constitute a Disposition and must be permitted under Section 7.4(d) or (o);

(ii) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Company or to another Subsidiary; provided that if the transferor in such a transaction is an Obligor, then either (1) the transferee must be an Obligor or (2) such Disposition must be a permitted Investment in accordance with Section 7.5;

(iii) any Subsidiary may merge or consolidate with any other Person in order to effect a Disposition permitted pursuant to Section 7.4 or an Investment permitted pursuant to Section 7.5; and

(iv) any Subsidiary may liquidate, wind up, or dissolve, or suspend or consolidate its operations, if (1) the Company determines in good faith that such liquidation, winding up, dissolution, suspension, or consolidation is in the best interests of the Company and is not materially disadvantageous to the Lender, and (2) in the case of any liquidation, winding up or dissolution of an Obligor, all of the assets of such Obligor are transferred to an Obligor (other than the Company) that is not liquidating, winding up, or dissolving.

(b) No Obligor shall, nor shall it permit any of its Subsidiaries to, engage in any business other than businesses of the type conducted by the Company and the Subsidiaries on the Effective Date and businesses reasonably related thereto or similar or complementary thereto or reasonable extensions thereof.

Section 7.4 Dispositions. Make any Disposition, except:

(a) Dispositions of inventory or worn, damaged or obsolete assets or other assets that are unnecessary or no longer used or useful, in each case, in the ordinary course of business;

(b) Dispositions or transactions expressly permitted by Section 7.3 or Section 7.5;

(c) Dispositions of cash and Cash Equivalents;

(d) Dispositions of property by (i) the Company and any Subsidiary to any other Obligor, (ii) any Subsidiary that is not an Obligor to any other Subsidiary that is not an Obligor and (iii) by any Obligor to any Subsidiary that is not an Obligor; provided that such Disposition shall constitute an Investment in such Subsidiary and must be permitted under Section 7.5;

(e) licenses, sublicenses, leases, or subleases granted to third parties in the ordinary course of business not interfering in any material respect with the business of the Company or any of its Subsidiaries;

(f) sales or exchanges of specific assets solely to replace such assets with replacement assets of substantially equivalent or greater value;

(g) issuances of Equity Interests by a Subsidiary to the Company or another Subsidiary constituting an Investment permitted hereunder;

(h) any abandonment or cancellation of intellectual property that, in the reasonable good faith judgment of the Company, is no longer used or useful in any material respect in the business of the Company and its Subsidiaries taken as a whole;

(i) Dispositions of property subject to or resulting from casualty losses and condemnation proceedings;

(j) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof;

(k) Dispositions of Investments (including Equity Interests) in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements at the time of formation of such joint venture or at any time any time another Person that is not an Affiliate of the Obligors becomes a party thereto;

(l) surrender or waiver of contractual rights or the settlement or waiver of contractual or litigation claims in the ordinary course of business;

(m) termination of licenses, leases, and other contractual rights in the ordinary course of business, which does not materially interfere with the conduct of business of the Company and its Subsidiaries;

(n) the IP Migration; and

(o) Dispositions not otherwise permitted under this Section 7.4; provided that (i) at the time of such Disposition, no Default shall exist or would result from such Disposition, and (the aggregate fair market value of all property Disposed of in reliance on this clause (o) shall not exceed $20,000,000.

Section 7.5 Investments. Make, or permit to remain outstanding any Investments except:

(a) Investments outstanding on the Effective Date and identified on Schedule 7.5;

(b) Investments in cash and Cash Equivalents;

(c) Investments (i) by any Obligor or a Subsidiary that is not an Obligor in or to any Obligor; provided such Investment is subordinated to the Obligations on terms and conditions reasonably acceptable to the Lender Representative, (ii) by any Obligor to a Subsidiary that is not an Obligor not to exceed $15,000,000 in the aggregate at any time outstanding for all such Investments; (iii) by a Subsidiary that is not an Obligor to another Subsidiary that is not an Obligor; and (iv) consisting of loans, advances, or deferred purchase price made before, on, or after the Effective Date by any Obligor in any Subsidiary that is not an Obligor in connection with the IP Migration;

(d) Investments in Hedging Agreements permitted under Section 7.11;

(e) Investments consisting of deposits that constitute Permitted Encumbrances pursuant to clauses (c), (d) and (m) of the definition thereof;

(f) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers;

(g) Investments constituting (i) accounts receivable arising, (ii) trade debt granted, or (iii) deposits made by the Company or a Subsidiary in connection with the purchase price of goods or services, in each case in the ordinary course of business;

(h) Guarantees by the Company or any Subsidiary of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(i) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(j) (i) loans and advances to officers, directors or employees for business related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business, and (ii) other loans and advances to officers, directors and employees of the Company or any of its Subsidiaries or Affiliates not to exceed $1,000,000 at any one time outstanding;

(k) Investments, in addition to those permitted by the other clauses of this Section 7.5, in an aggregate amount up to but not exceeding $20,000,000 at any time outstanding;

(l) capital expenditures by the Company or any of its Subsidiaries;

(m) Permitted Acquisitions; and

(n) Investments consisting of joint ventures, corporate collaborations, or strategic alliances in the ordinary course of the Company's or a Subsidiary's business consisting of the non-exclusive licensing of technology, the development of technology or the providing of technical support.

For purposes of this Section 7.5 the aggregate amount of an Investment at any time shall be deemed to be equal to (i) the aggregate amount of cash, together with the aggregate fair market value of property, loaned, advanced, contributed, transferred or otherwise invested that gives rise to such Investment minus (ii) the aggregate amount of distributions or other repayments received in cash in respect of such Investment. The amount of an Investment shall not in any event be reduced by reason of any write-off of such Investment nor increased by any increase in the amount of earnings retained in the Person in which such Investment is made or by any increase in the value of such Investment.

Section 7.6 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

(a) Restricted Payments by any Subsidiary to the Company or to any other Subsidiary that directly or indirectly own Equity Interests of such Subsidiary (and, in the case of a Restricted Payment by a non-Wholly-Owned Subsidiary, to the Company and any such other Subsidiary and to each other owner of Equity Interests of such Subsidiary on a pro rata basis based on their relative ownership interests, it being understood, however, that any such Subsidiary may exclude one or more classes of equity holders from any such Restricted Payment so long as the class or classes of Equity Interests owned by the Company or any Subsidiary are not excluded from any such Restricted Payment);

(b) Restricted Payments payable in Qualified Equity Interests of the Company;

(c) payment of reasonable compensation to officers, directors, and employees for actual services rendered to the Obligors and for the reimbursement of out-of-pocket expenses actually incurred by such officers, directors, and employees in the ordinary course of business;

(d) so long as no Event of Default then exists or is caused thereby, the Company may make distributions to current and former employees, officers, or directors of the Company or any of their Subsidiaries or Affiliates (or any spouses, ex-spouses, or estate of any of the foregoing) on account of repurchases or redemptions with respect to stock options, restricted stock units, purchased shares or other Equity Interests of the Company held by such Persons, provided that the aggregate amount of such repurchases or redemptions does not exceed $2,500,000 in any Fiscal Year;

(e) the repurchase of Equity Interests of the Company that occurs upon the cashless exercise of stock options, warrants or other convertible securities as a result of the Company accepting such options, warrants or other convertible securities as satisfaction of the exercise price of such Equity Interests;

(f) Restricted Payments not otherwise permitted under this Section 7.6 so long as the aggregate amount of all Restricted Payments made pursuant to this clause (f) does not exceed $20,000,000;

(g) cash payments in lieu of fractional shares in connection with the exercise of warrants, options, or other securities, convertible or exchangeable for Equity Interests of the Company; and

(h) payments made or expected to be made by the Company in respect of withholding or similar taxes payable by any future, present, or former employee, director, manager, or consultant (to the extent related to any transaction involving Equity Interests or convertible securities of the Company and any of its Subsidiaries), and any repurchases of Equity Interests in consideration of such payments, including deemed repurchases in connection with the exercise of stock options or the vesting of restricted stock.

Section 7.7 Transactions with Affiliates. Sell, lease or otherwise transfer any assets to, or purchase, lease or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates (excluding any transactions with Lender or any of its Affiliates), except (a) transactions at prices and on terms and conditions that are fair and reasonable and not less favorable to such Obligor or such Subsidiary than could be obtained on an arm's length basis from unrelated third parties as determined in good faith by the board of directors (or equivalent governing body) of the Company; (b) transactions between or among the Company and the Obligors not involving any other Affiliate; (c) any Restricted Payments permitted by Section 7.6; (d) loans and advances made in accordance with Section 7.5(j); (e) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into the Company or any Subsidiary pursuant to the terms of this Note; provided that such agreement was not entered into in contemplation of such acquisition or merger; (f) loans or advances to employees of any Obligor or its Subsidiaries permitted hereunder; (g) employment, consulting, severance, incentive compensation and other similar compensation arrangements (including equity incentive plans and employee benefit plans and arrangements) with their respective directors, officers, consultants and employees in the ordinary course of business; and (h) payment of customary fees and reasonable out of pocket costs to, and indemnities for the benefit of, directors, officers and employees of the Company and its Subsidiaries in the ordinary course of business.

Section 7.8 Restrictive Agreements. Directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Obligor or any Subsidiary to create, incur or permit to exist any Lien to secure the Obligations upon any of its assets, (b) the ability of such Obligor or any Subsidiary to transfer any of its assets to another Obligor or (c) the ability of any Subsidiary to pay dividends or other distributions with respect to any Equity Interests it has issued or to make or repay loans or advances to the Company or any other Subsidiary or to

Guarantee Indebtedness of the Company or any other Subsidiary, or invest in any Obligor or any other Subsidiary; provided that:

(a) the foregoing shall not apply to (i) restrictions and conditions imposed by law or by the Loan Documents, (ii) restrictions and conditions existing on the Effective Date identified on Schedule 7.8 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) customary restrictions and conditions contained in agreements relating to the sale of a Person or the sale of any other assets pending such sale, provided such restrictions and conditions apply only to the Person that is, or such assets that are, to be sold and such sale is permitted hereunder, and (iv) customary provisions in joint venture agreements or other similar agreements applicable to joint ventures permitted under Section 7.5;

(b) clauses (a) and (b) of this Section 7.8 shall not apply to (i) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Note if such restrictions or conditions apply only to the property securing such Indebtedness, (ii) customary provisions in leases, licenses and other contracts entered into in the ordinary course of business restricting the assignment thereof, or the transfer of or creation of Liens on assets subject thereto and (iii) customary restrictions that arise in connection with any Permitted Encumbrance on any asset or property; provided such restriction relates only to the specific property subject to such Lien and such restriction is not created for the purposes of avoiding the restrictions of this Section 7.8;

(c) customary restrictions contained in the organizational documents of any Subsidiary that is not an Obligor as of the Closing Date and, solely to the extent required by applicable law, any other customary restrictions contained in the organizational documents of any non-Obligor Subsidiary;

(d) restrictions pursuant to any agreement, document, or instrument of any Subsidiary imposing restrictions or requirements with respect to any property or asset in existence at the time such Subsidiary or asset was acquired, so long as such restrictions or requirements are not entered into in contemplation of such Person becoming a Subsidiary or the acquisition of such assets (and any amendment, modification, or extension thereof that does not expand the scope of any such restriction or requirement and is not more adverse to the rights or interests of the Lender than such restriction or requirement in effect prior to such amendment, modification, or extension);

(e) restrictions relating solely to any Indebtedness of Foreign Subsidiaries not prohibited hereunder; and

(f) customary restrictions contained in or pursuant to any agreement, document or instrument governing Indebtedness not prohibited hereunder that restricts the payment of dividends upon the occurrence of an event of default in respect of such Indebtedness.

Section 7.9 Modifications of Certain Documents. Consent to any modification, supplement or waiver of any of the provisions of (a) any Specified Debt or any Material Indebtedness that is subordinated to the Obligations, other than modifications, supplements or waivers that are not materially adverse to the Lender or (b) its Organizational Documents other than modifications, supplements or waivers that are not materially adverse to the Lender and do not in any way limit, impair or adversely affect such Obligor's ability to pay its Obligations under the Loan Documents or otherwise limit, impair or adversely affect the ability of such Obligor to perform its other non-payment obligations under any Loan Document, or the ability of the Lender to enforce any rights or remedies under any Loan Document.

Section 7.10 Accounting Changes. Make any significant change in accounting treatment or reporting practices, except as required or permitted by GAAP, or change its Fiscal Year or Fiscal Quarter end date without consent of the Lender Representative, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 7.11 Hedging Agreements. Enter into any Hedging Agreement, except Hedging Agreements entered into in the ordinary course of business to hedge or mitigate risks to which the Company or a Subsidiary has actual exposure in connection with fluctuations of commodity prices, currencies or interest rates and not for any speculative purposes.

Section 7.12 Other Indebtedness. Directly or indirectly, voluntarily purchase, redeem, defease or prepay any principal of any Specified Debt or any Indebtedness that is subordinated to the Obligations except:

(a) intercompany Indebtedness owing (i) to any Obligors or (ii) provided no Default or Event of Default has occurred and is continuing or will result therefrom, to any Subsidiary that is not an Obligor;

(b) the conversion of any such Indebtedness to Equity Interests (other than Disqualified Equity Interests) of the Company; and

(c) other Indebtedness in an aggregate principal amount not to exceed $20,000,000.

SECTION 8. EVENTS OF DEFAULT.

An "Event of Default" shall exist if any of the following conditions or events shall occur and be continuing:

(a) Obligors shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) Obligors shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section 8) payable under this Note or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) or more Business Days;

(c) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in Sections 6.3(a), or 7);

(d) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in this Note (other than those specified in clauses (a), (b), or (c) of this Section 8) or any other Loan Document and such failure shall continue unremedied for a period of thirty (30) or more days after the earlier of: (i) the Lender's delivery of written notice thereof to the Company; and (ii) a Responsible Officer of any Obligor having obtained knowledge thereof;

(e) any Obligor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable (after giving effect to any applicable notice requirement or grace period);

(f) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity (after giving effect to any applicable notice requirement or grace period); provided that this clause (f) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness in a transaction permitted hereunder;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency or other relief in respect of any Obligor or any of its Subsidiaries or debts, or of a substantial part of its assets, under any Debtor Relief Laws or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator, or similar official for any Obligor or its Subsidiary or for a substantial part of its or their assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more consecutive days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) any Obligor or its Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, or other relief under any Debtor Relief Laws now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (g) of this Section 8, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator, or similar official for any Obligor or its Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing;

(i) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (exclusive of amounts covered by insurance provided by a financially sound insurance company and for which such insurer does not dispute coverage) shall be rendered against any Obligor or its Subsidiary and the same shall remain undischarged, undismissed, unsatisfied or not vacated for a period of sixty (60) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Obligor or its Subsidiary to enforce any such judgment;

(j) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect;

(k) a Change in Control shall occur; or

(l) any material provision of this Note or any other Loan Document shall for any reason cease to be in full force and effect except as expressly permitted hereunder or thereunder, or any the Company or any other Obligor shall so state in writing, in each case, other than in connection with a release of any Guarantor in accordance with the terms of the Note Guaranty.

SECTION 9. REMEDIES ON DEFAULT, ETC.

Section 9.1 Acceleration.

(a) If an Event of Default with respect to the Company described in clauses (g) and (h) of Section 8 has occurred, this Note then shall automatically become immediately due and payable.

(b) If any Event of Default (other than as described in clause (a) of this Section 9.1) has occurred and is continuing, the Lender Representative may, at any time at its option by written notice to the Company, declare this Note to be immediately due and payable.

Upon this Note becoming due and payable under this Section 9.1, whether automatically or by declaration, this Note will forthwith mature and the entire unpaid principal amount of this Note, plus all accrued and unpaid interest, shall all be immediately due and payable, in each and every case without presentment, demand, protest or further notice, all of which are hereby waived.

Section 9.2 Other Remedies. If any Event of Default has occurred and is continuing, and irrespective of whether this Note has become or has been declared immediately due and payable under Section 8, the Lender may proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against a violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law or otherwise.

Section 9.3 Rescission. At any time after this Note has been declared due and payable pursuant to clause (b) of Section 9.1, the Lender Representative, by written notice to the Company, may (but in no event shall be obligated to) rescind and annul any such declaration and its consequences. No rescission and annulment under this Section 9.3 will extend to or affect any subsequent Default or Event of Default or impair any right consequent thereon.

SECTION 10. AMENDMENT OF WAIVER.

Section 10.1 Requirements. Neither this Note, nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Company and the Lender Representative.

Section 10.2 Binding Effect, No Deemed Waivers; Remedies Cumulative, Etc.

(a) Any amendment or waiver consented to as provided in this Section 10 is binding upon the Lender, each subsequent holder of this Note and upon the Company without regard to whether this Note has been marked to indicate such amendment or waiver.

(b) No failure or delay by any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that it would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall

be permitted by Section 10.1, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(c) As used herein, the term "this Note" and references hereto shall mean this Note as it may from time to time be amended or supplemented.

SECTION 11. NOTICES.

All notices and communications provided for hereunder shall be in writing and sent (a) by facsimile if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid) or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent:

(i) if to the Lender, to it at c/o Pfizer Inc., 235 East 42nd Street New York, NY 10017; Attention: Colum Lane, Assistant Treasurer, or at such other address as the initial Lender shall have specified to the Company in writing, with a copy (which shall not constitute notice) to Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, NY 10036; Attention: Steven Messina,

(ii) if to any subsequent holder of this Note, to such holder at such address as such holder shall have specified to the Company in writing, or

(iii) if to the Company, to it at ICU Medical, Inc., 951 Calle Amanecer, San Clemente, CA 92673, Attention: General Counsel or at such other address as the Company shall have specified to the Lender Representative in writing, with a copy (which shall not constitute notice) to Latham & Watkins LLP, 355 South Grand Avenue, Los Angeles, CA 90071-1560; Attention: Glen B. Collyer.

Notices under this Section 11 will be deemed given only when actually received.

SECTION 12. MISCELLANEOUS.

Section 12.1 Successors and Assigns. All covenants and other agreements contained in this Note by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and, in the case of the Lender, permitted assigns (including, without limitation, any subsequent permitted holder of this Note) whether so expressed or not. The Lender may assign all or any portion of, or otherwise offer to transfer or solicit any transfers of, this Note to any Person (a) without the consent of the Company if (i) an Event of Default under clauses (a), (b), (g) or (h) of Section 8 has occurred and is continuing or (ii) if the assignment is made to an Affiliate of the Lender or to another Lender or (b) with the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed); provided that the Company shall be deemed to have consented to any assignment for which its consent is required hereunder unless it shall object thereto by written notice to the Lender Representative within five (5) Business Days after having received written notice thereof.

Section 12.2 Participations. The Lender may at any time, without the consent of, or notice to, the Company, sell participations to any Person (other than a natural Person or the Company or any of the Company's Affiliates) in all or a portion of the Lender's rights or obligations under this Note; provided that (a) such Lender's obligations under this Note shall remain unchanged, (b) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (c) such participation shall not increase the obligations of any Obligor under any Loan Document, except as contemplated below, and (d) the Company and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Note.

Section 12.3 Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Note to secure obligations of such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 12.4 Register. The Company shall maintain a register for the recordation of any permitted assignments or other transfers of this Note and of the name(s) and address(es) of the holder(s) of this Note, and the principal amount (and stated interest) owing to each holder pursuant to this Note, from time to time. The entries in such register shall be conclusive absent manifest error, and the Company and the holder(s) shall treat each person whose name is recorded therein as a holder for all purposes of this Note. It is intended that this Note will be in "registered form" under Treasury Regulation Section 5f.103-1(c), and the foregoing provisions shall be interpreted and applied in a manner consistent with such intention.

Section 12.5 Severability. Any provision of this Note that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12.6 Construction. Each covenant contained in this Note shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision in this Note refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. The section headings contained in this Note are for reference purposes only and shall not affect the meaning or interpretation of this Note.

Section 12.7 Integration. This Note embodies the entire agreement and understanding between the Company and the Lender and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 12.8 Lost, Stolen, Destroyed or Mutilated Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and of indemnity arrangements reasonably satisfactory to the Company from or on behalf of the holder of this Note, and upon surrender or cancellation of this Note if mutilated, the Company shall make and deliver a new note of like tenor in lieu of such lost, stolen, destroyed or mutilated Note, at the Lender's expense.

Section 12.9 Confidentiality. During the term of this Note, the provisions of Section 6.16 of the Acquisition Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

Section 12.10 Expenses; Indemnity.

(a) Costs and Expenses. The Company agrees to promptly pay, not later than thirty (30) days following written demand therefor, all reasonable and documented out-of-pocket expenses incurred by the Lender, including the reasonable and documented fees, charges and disbursements of in the case of the Lender, one primary counsel, one local counsel in each relevant jurisdiction, and one specialty counsel for each relevant specialty area, in each case in connection with the administration of the Note, amendments, modifications and waivers of the provisions thereof and the enforcement or protection of such

Person's rights in connection with this Note and the other Loan Documents, including its rights under this Section 12.10, and including in connection with any bankruptcy or insolvency proceeding, workout, restructuring or related negotiations in respect thereof.

(b) Indemnification. The Obligors will indemnify the Lender and its Affiliates and their respective, partners, directors, officers, agents, representatives and advisors (each, an "Indemnified Person") and hold them harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable and documented fees, disbursements, settlement costs and other charges of one primary legal counsel (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict notifies the Obligors of the existence of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnified Person) and one local counsel in each relevant jurisdiction, in each case, on behalf of the Lender) relating to this Note; provided that no Indemnified Person will have any right to indemnification for any of the foregoing to the extent resulting from (i) the gross negligence, material breach in bad faith or willful misconduct of the Loan Documents by, the relevant Indemnified Person or any of its Affiliates or their respective partners, directors, officers, employees, agents, advisors or other representatives as determined by a final, non-appealable judgment of a court of competent jurisdiction or (ii) any dispute solely among the Indemnified Persons (other than any claims arising out of any act or omission of the Company or any of its affiliates). This Section 12.10(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.11 GOVERNING LAW; JURISDICTION; WAIVER OF VENUE, JURY TRIAL AND CERTAIN DAMAGES.

(a) THIS NOTE, THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS NOTE OR THE OTHER LOAN DOCUMENTS (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH OF THE PARTIES HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT SHALL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY OR ANY RELATED PARTY OF ANY OTHER PARTY IN ANY WAY RELATING TO THIS NOTE OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY AND UNCONDITIONALLY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS NOTE OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE LENDER MAY OTHERWISE HAVE TO BRING

ANY ACTION OR PROCEEDING RELATING TO ANY LOAN DOCUMENT AGAINST ANY OBLIGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT IN ANY COURT REFERRED TO IN Section 12.11(b). EACH OF THE PARTIES HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OTHER LOAN DOCUMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY, OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS NOTE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(e) EACH PARTY HERETO (AND LENDER BY ACCEPTING THE BENEFITS HEREOF) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OTHER LOAN DOCUMENT.

Section 12.12 Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11. Nothing in this Note will affect the right of any party to this Note (or Lender by accepting the benefits hereof) to serve process in any other manner permitted by applicable Law.

Section 12.13 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by the Lender or any such Affiliate, to or for the credit or the account of the Company or any other Obligor against any and all of the obligations of the Company or any other Obligor now or hereafter existing under this Note or any other Loan Document to the Lender or its Affiliates, irrespective of whether or not the Lender or any such Affiliate shall have made any demand under this Note or any other Loan Document and although such obligations of the Company or such Obligor may be contingent or unmatured or are owed to an Affiliate of the Lender different from the Affiliate holding such deposit or obligated on such indebtedness. The rights of the Lender and its Affiliates under this Section 12.13 are in addition to other rights and remedies (including other rights of setoff) that the Lender or its Affiliates may

have. The Lender agrees to notify the Company promptly after any such setoff; provided that the failure to give such notice shall not affect the validity of such setoff and application.

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IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

ICU MEDICAL, INC.

Date: February 3, 2017

By: /s/ Scott E. Lamb
Scott E. Lamb
Chief Financial Officer and Treasurer

[Signature Page for Senior Note]

Agreed and Acknowledged By:

PFIZER INC.

Date: February 3, 2017

By: /s/ Douglas E. Giordano
Douglas E. Giordano
Senior Vice President, Worldwide Business Development

TRANSITIONAL SERVICES AGREEMENT

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TRANSITIONAL SERVICES AGREEMENT

This Transitional Services Agreement (this "Agreement") is made and entered into as of the 3rd day of February, 2017 (the "Effective Date") between Pfizer Inc., a Delaware corporation, ("Seller Parent"), and ICU Medical, Inc., a Delaware corporation ("Purchaser") (each, a "Party" and together, the "Parties").

W I T N E S S E T H:

WHEREAS, Seller Parent and Purchaser are parties to that certain Amended and Restated Stock and Asset Purchase Agreement, dated as of January 5, 2017 (the "Purchase Agreement"), and have agreed, pursuant to the Purchase Agreement, to enter into certain Ancillary Agreements, including this Agreement; and

WHEREAS, pursuant to this Agreement, Seller Parent shall render, or cause its Affiliates or, to the extent permitted hereunder, third parties to render, certain services on an interim basis after the Closing with respect to Purchaser's operation of the Business, Purchased Assets and the Conveyed Subsidiaries, subject to, and in accordance with, the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms in this Agreement, including as specified in this Section 1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

"Additional Service" has the meaning set forth in Section 2.3(d).

"Agency Services Addendum" means that certain Agency Services Addendum that serves as a supplement to this Agreement with respect to Agency Services (as defined therein) and attached as Addendum 1.

"Breaching Party" has the meaning set forth in Section 7.2(b).

"Canada Distribution Services Agreement" means that certain Canada Distribution Services Agreement, dated as of the Effective Date, between Hospira Healthcare Corporation and ICU Medical Canada Inc.

"Cap" has the meaning set forth in Section 3.1(c).

"Collateral Source" has the meaning set forth in Section 5.3.

"Commission Payments" shall mean those payments made between local Seller Parent Affiliates and local Purchaser Affiliates, as provided in an Interim Business Agreement or the Agency Services Addendum.

"Compliance Concern" has the meaning set forth in Section 2.9(b).

"Confidential Information" has the meaning set forth in Section 6.1(a).

"Designee" means a Purchaser Designee to whom Purchaser is permitted to and has assigned the right to receive Services under Section 10.3(b) of the Purchase Agreement to provide Services under this Agreement.

"Distribution Services Addendum" means that certain Distribution Services Addendum that serves as a supplement to this Agreement with respect to Distribution Services (as defined therein) and attached as Addendum 2.

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Enabling Function Services" means the following categories of services: finance, business technology, regulatory, human resources, global operations, procurement, quality and global commercial operations.

"Erroneously Transferred Data" has the meaning set forth in Section 2.12(d).

"Excluded Services" has the meaning set forth in Section 2.1(c).

"Extended Period" has the meaning set forth in Section 7.1.

"Fundamental Obligation" has the meaning set forth in Section 2.2(a)(ii).

"Indemnified Party" has the meaning set forth in Section 5.2(a).

"Indemnifying Party" has the meaning set forth in Section 5.2(a).

"Interim Business Agreement" means any interim business agreement entered into between the Parties or their respective Affiliates and, where applicable, an Importer (as defined in such interim business agreement), substantially in the form set forth as Exhibit C.

"Logistics Services Addendum" means that certain Logistics Services Addendum that serves as a supplement to this Agreement with respect to Logistics Services (as defined therein) and attached as Addendum 3.

"Monthly Working Capital Prepayment" has the meaning set forth in Section 3.5.

"Net Economic Benefit Agreement" means that certain letter agreement regarding the Net Economic Benefit Arrangement, dated as of the Effective Date, between Seller Parent and Purchaser.

"Non-Breaching Party" has the meaning set forth in Section 7.2(b).

"Omitted Service" has the meaning set forth in Section 2.3(c).

"Out-of-Pocket Costs" has the meaning set forth in Section 3.1(b).

"Party" has the meaning set forth in the preamble to this Agreement.

"Proceeding" has the meaning set forth in Section 9.9(b).

"Proposed Change" has the meaning set forth in Section 8.1(d).

"Purchase Agreement" has the meaning set forth in the recitals to this Agreement.

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Purchaser Indemnified Party" has the meaning set forth in Section 5.1(b).

"Purchaser SteerCo Lead" has the meaning set forth in Section 8.1(b).

"Representative" has the meaning set forth in Section 6.1(a).

"Required Technology" has the meaning set forth in Section 2.12(b).

"Reverse Transition Services Agreement" means that certain Reverse Transitional Services Agreement, dated as of the Effective Date, between the Parties.

"Seller Parent" has the meaning set forth in the preamble to this Agreement.

"Seller Parent Indemnified Party" has the meaning set forth in Section 5.1(a).

"Seller Parent Managed Control or Process" has the meaning set forth in Section 2.13.

"Seller Parent SteerCo Lead" has the meaning set forth in Section 8.1(b).

"Service Exit Costs" means costs and expenses incurred by or on behalf of Seller Parent and its Affiliates in connection with planning and executing migration of Services to Purchaser or a third party service provider, including data extraction, final data migration and decommissioning or removal of any changes made to facilitate the provision of Services hereunder, but excluding costs and expenses that would have been incurred by Seller Parent or its Affiliates after the Closing irrespective of whether this Agreement or the Purchase Agreement is entered into by the Parties.

"Service Fee" has the meaning set forth in Section 3.1(a).

"Service Functional Lead" has the meaning set forth in Section 2.6.

"Service Noncompliance" has the meaning set forth in Section 2.2(a)(i).

"Service Period" has the meaning set forth in Section 7.1.

"Services" has the meaning set forth in Section 2.1.

"Set-Up Costs" means costs and expenses incurred by or on behalf of Seller Parent and its Affiliates after the Effective Date in connection with preparation activities to make the Services available to Purchaser, but excluding costs and expenses that would have been incurred by Seller Parent or its Affiliates after the Closing irrespective of whether this Agreement or the Purchase Agreement is entered into by the Parties.

"SteerCo Leads" has the meaning set forth in Section 8.1(b).

"Term" has the meaning set forth in Section 7.1.

"Third Party Claim" has the meaning set forth in Section 5.2(a).

"Transition Plan" has the meaning set forth in Section 2.7.

"Transition Representative" has the meaning set forth in Section 2.6.

"Treasury Policy, Procedure or Practice" has the meaning set forth in Section 2.14.

"TSA Steering Committee" has the meaning set forth in Section 8.1(a).

"Working Capital Prepayment" has the meaning set forth in Section 3.5.

Section 1.2 Other Definitional Provisions.

(a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import shall refer to this Agreement as a whole, including all Exhibits, and not to any particular provision of this Agreement and the words "date hereof" shall refer to the date of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The terms "dollars" and "$" shall mean United States of America dollars.

(d) Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) When a reference is made in this Agreement to an Article, a Section or Exhibit, such reference shall be to an Article of, a Section of, or Exhibit to, this Agreement unless otherwise indicated.

(f) Any Law defined or referred to in this Agreement or in any agreement or instrument that is referred to herein means such Law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor Laws and the related regulations and published interpretations thereof; provided that, for purposes of any of the representations or warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended, modified and/or supplemented and to regulations thereunder, and published interpretations thereof, in each case as of such specified date or dates.

(g) Any reference to "writing" or comparable expressions includes a reference to facsimile transmission, email or comparable means of communication.

(h) Where used with respect to information, the phrases "delivered" or "made available" shall mean that the information referred to has been physically or electronically delivered to the relevant Parties or their respective Representatives (as defined in Section 6.1, below) including, in the case of "made available" to Purchaser, material that has been posted in the "data room" (virtual or otherwise) established by Seller Parent.

(i) Reference to "day" or "days" are to calendar days.

(j) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

ARTICLE II

SERVICES; STANDARD OF PERFORMANCE

Section 2.1 Services. Subject to the terms and conditions of this Agreement, Seller Parent shall provide to Purchaser, its Affiliates or, subject to Section 10.3(b) of the Purchase Agreement, other Designee the services identified in the letter agreement between the Parties (the "Services Letter") (including any services identified therein in connection with the Logistics Services Addendum, Distribution Services Addendum, Agency Services Addendum or any Interim Business Agreement), as such Services Letter may be supplemented or modified from time to time in accordance with the provisions of this Agreement, including pursuant to Section 2.3(c) (the "Services").

(a) In addition to the Services, Seller Parent shall provide to Purchaser, its Affiliates or other Designee certain quality and regulatory oversight services set forth on Exhibit A.

(b) The Parties hereby acknowledge that the Parties may identify certain business initiative projects to support changes in Purchaser's business operations that require modification to existing Seller Parent business applications, and the Parties shall, as soon as practicable after Seller Parent receives from Purchaser a description of the proposed project, including the intended project goals, scope and other requirements and dependencies necessary to determine costs and duration (but in no event later than sixty (60) days following such receipt), negotiate the commercial terms for the provision of services in respect of

such projects, cooperate to minimize the burden on Seller Parent with respect to conducting the projects, including by leveraging Purchaser's own applicable resources and determine the costs and fees to be paid by Purchaser in a manner reasonably consistent with the methodology used to determine the costs and fees for similar BT Services set forth in the Services Letter as of the Effective Date (if applicable), and which services, following mutual written agreement thereto, will then become part of the Services Letter and shall be at Purchaser's sole cost and expense. For clarity, any such project shall not be subject to the Cap.

(c) For the avoidance of doubt, the Services shall exclude the services identified in Exhibit B (the "Excluded Services"). The provision to the Business of the Excluded Services shall be discontinued as of the Closing Date.

Section 2.2 Standard of Performance.

(a) Seller Parent shall provide the Services with reasonable skill and care. Notwithstanding the foregoing, the provision of the Services shall be consistent in all material respects with the level of skill, care and service as is provided to the Business during the twelve (12) month period immediately prior to the Effective Date.

(i) For the purposes of this Agreement, the term "Service Noncompliance" shall mean, subject to Section 2.5, Seller Parent's failure to provide the Services in the manner set forth in this Section 2.2(a) after receipt of written notice from Purchaser specifying the details of such noncompliance and Seller Parent's failure to cure such noncompliance as soon as reasonably practicable following Seller Parent's receipt of such notice, but in any event within five (5) Business Days following Seller Parent's receipt of such notice (or such shorter period of time if reasonably possible and required for Purchaser to comply with applicable Law); provided that, a Service Noncompliance shall be deemed to not occur to the extent that Seller Parent is not able to provide the Services either as a direct result of (1) a force majeure event under Section 9.15 or (2) Purchaser's breach of this Agreement; and provided further that the failure to cure such Service Noncompliance shall not be a breach hereunder, and instead, shall be referred by the Parties to the SteerCo Leads in accordance with Section 3.1(e).

(ii) Notwithstanding the foregoing, to the extent a Service Noncompliance causes Purchaser to not be able to comply with any obligation under applicable Law (including, by way of example only, SEC reporting obligations) (each such obligation, a "Fundamental Obligation") Seller Parent shall use reasonable best efforts to cure such Service Noncompliance within five (5) Business Days following Seller Parent's receipt of written notice of such Service Noncompliance (or as soon as reasonably practicable thereafter).

(b) Seller Parent shall have the right to perform its obligations under this Agreement through one or more of its Affiliates, and each of the foregoing may hire third party service providers, subcontractors and consultants to perform any of Seller Parent's obligations hereunder, including to provide all or part of any Service hereunder; provided that designation of any Affiliate or such third parties shall not

limit or diminish the obligations of Seller Parent, and Seller Parent shall in all cases retain responsibility for the provision to Purchaser of the Services in accordance with this Agreement.

(c) As between the Parties, except as otherwise agreed by the Parties in writing and subject to Section 2.2(a) and Section 2.2(b), Seller Parent shall have sole discretion and authority with respect to designating, employing, assigning, compensating and discharging personnel, third party service providers, subcontractors and consultants in connection with performance of the Services and notwithstanding anything to the contrary herein, in no event shall Seller Parent be obligated under this Agreement to retain or hire any specific personnel, third party service providers, subcontractors or consultants, acquire any equipment or technology, expand or modify any facilities or incur any capital expenditures, unless Seller Parent agrees, in its sole discretion, to do so, and Purchaser agrees to bear all related costs and expenses in accordance with the terms hereof. Notwithstanding anything to the contrary herein, and for clarity, in no event shall Seller Parent or its Affiliates have any obligation to favor operation of the Business over its own business operations or those of its Affiliates.

Section 2.3 Service Changes.

(a) If Purchaser desires to increase the scope or volume of any Services in any material respect beyond the scope or volume of such Service as provided by Seller Parent to the Business in the ordinary course during the twelve (12) month period immediately prior to the Effective Date, Purchaser shall provide a written request to Seller Parent for such increase in scope or volume of the Services, and Seller Parent shall only be required to provide such increase in scope or volume of the Services if (i) such increase arises from organic growth of the Business (as opposed to mergers, acquisitions, consolidations or reorganizations) or changes to the operation of the Business to separate the Business from the Retained Businesses, (ii) such increased scope or volume of Services does not materially adversely affect any of Seller Parent's other obligations and commitments (including its and its Affiliates' business operations) and would not require Seller Parent to provide any Services that it cannot reasonably provide using its then-current ordinary course resources and capabilities, and (iii) all costs and expenses incurred in providing such increased scope or volume of Services are borne by Purchaser, provided, that, in the case of any increase in the scope or volume of a Service that is an Enabling Function Service, such costs and expenses will be subject to the Cap except to the extent that such increase in scope or volume would materially increase the cost of providing the Services beyond what was reasonably expected as of the Effective Date, in which case, the incremental cost resulting from the increase in scope or volume of the applicable Services will be borne by Purchaser and will not be taken into account for purposes of the Cap.

(b) If Purchaser desires to change the location in which any Service is provided to Purchaser from the location in which such Service was provided by Seller Parent to the Business in the ordinary course as of the Effective Date, Purchaser shall provide a written request to Seller Parent for such change of locations, and Seller Parent shall only be required to provide the applicable Service to the new location if (i) such change (1) is required by applicable Law, (2) does not materially adversely affect any of Seller Parent's other obligations or commitments and would not require Seller Parent to provide any Services that it cannot reasonably provide using its then-current ordinary course resources and capabilities or (3) is

necessary in connection with the exit of the Services in accordance with the Transition Plan, and (ii) all costs and expenses incurred in changing the location of the applicable Service (under the foregoing clause (i)(1), (i)(2) or (i)(3)) shall be borne by Purchaser (and, for clarity, shall not be subject to the Cap).

(c) If, at any time during the Term, Purchaser identifies any service that (i) was provided to the Business during the twelve (12) month period immediately prior to the Effective Date and is reasonably necessary for its operation as conducted as of the Effective Date, or (ii) is reasonably necessary and required to support the Business under and in connection with any Interim Business Agreement, and is not included on the Services Letter (an "Omitted Service"), then the Parties will amend the Services Letter to add such service, including the related duration and fee structure, in which case such Omitted Service will be deemed a Service hereunder. For clarity, the Parties' failure to reach agreement on the duration and fee structure (if any) applicable to any Omitted Service shall not relieve Seller Parent of its obligation to provide such Omitted Services to Purchaser prior to such agreement being reached; provided that, in the event of such a disagreement, Purchaser shall pay Seller Parent for such Omitted Service based on the fee structure that Seller Parent reasonably believes should apply to such Service based on metrics or costs for similar Services already included on the Services Letter (which Seller Parent shall provide to Purchaser in writing) until an agreement has been reached, and promptly following such agreement, Seller Parent shall be compensated for any underpayment, or Purchaser shall be reimbursed for any overpayment, (as applicable) based on such agreed upon fee structure for the Omitted Services performed). All fees, costs and expenses associated with any such Omitted Service that is an Enabling Function Service shall be subject to the Cap.

(d) If the Parties identify any additional service that is not described or included on the Services Letter and is not an Omitted Service (an "Additional Service"), then, upon mutual agreement by the Parties with respect to the scope, duration and fee structure (if any) applicable to such Additional Service, as the case may be, the Parties will amend the Services Letter to reflect such Additional Service, as the case may be, and associated terms and conditions, in which case such Additional Service will be deemed a Service hereunder. For clarity, Seller Parent shall have no obligation to provide the Additional Service unless and until the Parties agree on all associated terms and conditions. Notwithstanding anything to the contrary herein, no Additional Services will be taken into account for purposes of the Cap.

(e) Subject to Seller Parent's obligations under Section 2.2(a), Seller Parent may make changes from time to time in the manner of performing the Services if (i) (1) such changes are required by applicable Law, or (2) such changes are necessitated by the sale of the Business to Purchaser or the transactions contemplated by the Purchase Agreement (including the extraction of the Business from Seller Parent's continuing operations) and (ii) in the case of clause (i)(2), such changes do not adversely affect the quality or availability of Services or increase the cost and expense of using such Services or accessing such Facilities; provided that, with respect to the foregoing subsections (i) and (ii), Seller Parent shall provide Purchaser with reasonable advance prior written notice of any such changes as promptly as, and to the extent, reasonably practicable and, with respect to foregoing clause (i)(1), Seller Parent shall devise and perform a mutually acceptable alternative arrangement for the provision of the impacted Service.

Section 2.4 Protection of Seller Parent's and its Affiliates' Information Systems.

(a) If, in order for Seller Parent to provide any Services under this Agreement, it is necessary or advisable to take any steps to facilitate the provision of such Services, including information technology connections or firewalls that would not otherwise have been established in the absence of the provision of such Services, the costs and expenses of taking such steps shall be borne by Purchaser (and for clarity, such costs and expenses shall be deemed to be Set-Up Costs hereunder) and upon Seller Parent's reasonable request, Purchaser shall cooperate in connection with such activities, provided that if such costs and expenses for any related equipment are deemed to be long-term capital expenditures for the Business, then such related equipment shall become the property of Purchaser if the full cost of such equipment was borne by Purchaser. In connection therewith, Purchaser shall have the right, but not the obligation, to (i) obtain all right, title and interest (free and clear of any and all Liens, other than Permitted Liens) in, to and under such equipment by delivery of written notice thereof to Seller Parent at or immediately prior to expiration of the Service Period, or termination of the Service, during or for which such equipment was utilized and (ii) take delivery thereof at Purchaser's sole cost and expense as well as any costs associated with removing data of the Retained Businesses. Upon receipt of such notice, Seller Parent shall, as soon as reasonably practicable, disassemble, package, make ready for shipment and store such equipment in accordance with a plan mutually acceptable to the Parties. For clarity, Purchaser shall be solely responsible for arranging for shipment and paying the cost and insurance for transporting such equipment to Purchaser's designated delivery location.

(b) In providing information technology Services to Purchaser, Seller Parent shall be permitted to implement reasonable processes to ensure that there will be no greater threat to Seller Parent's and its Affiliates' information technology operating environment than would exist in the absence of the provision of such Services and upon Seller Parent's request, Purchaser shall cooperate with Seller Parent in connection therewith and shall implement such processes.

Section 2.5 Third Party Terms and Conditions; Consents. Purchaser hereby acknowledges and agrees that the Services provided by Seller Parent through third party service providers, subcontractors or consultants, or using third party assets, including third party Intellectual Property, are subject to the terms and conditions of any applicable agreements with such third parties. Additionally, Purchaser shall cooperate with and assist Seller Parent in obtaining any consent, authorization, order or approval of, or any exemption by, any third party required to be obtained or made by Seller Parent (or its Affiliates or third party service providers, subcontractors or consultants) for the performance of Seller Parent's obligations under this Agreement; provided that (a) the Parties shall use commercially reasonable efforts to secure such consents, authorizations, orders or approvals (provided that Seller Parent shall not be required to commence any litigation or offer or grant any accommodation (financial or otherwise) to any such Person) and (b) if any costs or expenses must be incurred or monies must be expended to pay for a consent, authorization, order, approval or exemption, or for the assignment of, a license or other rights to, or for the purchase of any Intellectual Property or other assets to provide the Services to Purchaser, such costs and expenses shall be shared equally by Seller Parent and Purchaser. Notwithstanding the foregoing, if Seller Parent is unable to

obtain any required consents, authorizations, orders, approvals or exemptions needed to provide the Services to Purchaser, then (i) if and to the extent an Enabling Function Service is affected, then Seller Parent shall perform an alternative arrangement and bear any additional costs and expenses incurred in the performance of such alternative arrangement, and (ii) if a Service other than an Enabling Function Service is affected, then the Parties shall (1) negotiate in good faith reasonable modifications of or alternative arrangements to the Services such that such consents, authorizations, orders, approvals or exemptions are not required and (2) implement such modifications. Seller Parent shall not be in breach of this Agreement as a result of any non-performance of, or other effect upon, any applicable Services as a result of any failure to obtain any such consent, authorization, order, approval or exemption, so long as it has complied with this Section 2.5. For the avoidance of doubt, if any consent, authorization, order, approval or exemption is required to be obtained or made with respect to any third party relationship of Purchaser or its Affiliates for the receipt of Services, Purchaser shall be solely responsible for obtaining any such consent, authorization, order, approval or exemption, at its sole cost and expense.

Section 2.6 Transition Representatives. Each Party shall designate an individual to be the primary liaison between the Parties for the transition of the Business and the provision of and the transfer of responsibility for the Services (each, a "Transition Representative"). Each Party shall also designate individuals to be the primary representative for such Party with respect to each of the functional areas of the Services (e.g., information technology, finance, etc.) (each, a "Service Functional Lead"). The Parties agree that any issues arising under this Agreement in relation to a particular Service will be raised first by the Service Functional Lead responsible for the functional area of the relevant Service before being referred to the Transition Representatives. The Transition Representatives, or each of their respective designees, shall meet regularly in person, telephonically, or as they otherwise agree at least monthly during the Term, to discuss any issues arising under this Agreement that have not been resolved locally and the need for any modifications or additions hereto. Upon written notice or notice by email, either Party may replace its Transition Representative or Service Functional Lead with an individual who has a comparable level of responsibility within its respective Party.

Section 2.7 Transitional Nature of Services; Transition Plan and Assistance. The Parties hereby acknowledge the transitional nature of the Services. Accordingly, Purchaser agrees to use commercially reasonable efforts to transition each Service to its own internal organization or obtain alternate third parties to provide the Services prior to the end of the applicable Service Period, such that all Services have been so transitioned by the end of the Term. To that end, Purchaser shall develop a detailed written transition plan (the "Transition Plan") which sets forth how Purchaser will transition from each of the Services no later than expiration of the Term. The Transition Plan shall include a description of Purchaser's expectations for managing the Services after the completion of the transition and any reasonable assistance that Purchaser expects to request from Seller Parent in order to achieve such expected end state. Seller Parent shall use commercially reasonable efforts to provide information and materials reasonably requested by Purchaser for purposes of its preparation of the Transition Plan that is accessible to, and within the possession and control of, Seller Parent or its Affiliates, and Purchaser shall provide a proposed Transition Plan to Seller Parent for review and comment as soon as practicable following the Effective Date, but in any event no later than sixty

(60) days following the Effective Date (subject to Seller Parent's compliance with this Section 2.7) and shall incorporate any revisions reasonably proposed by Seller Parent, which comments shall be provided within thirty (30) days of receipt of the draft Transition Plan. Seller Parent shall, upon Purchaser's reasonable request, provide Purchaser with assistance reasonably necessary to transition the Services to Purchaser in accordance with the Transition Plan; provided that, for the avoidance of doubt, Purchaser shall be primarily responsible for transitioning off the Services. In connection with the foregoing, Purchaser shall be permitted to reasonably request specific transition assistance. Such transition assistance may include providing information regarding the specific Services being provided and the systems, software and data formats and data organization being used for the Services, coordination and other reasonable assistance with test runs of replacement systems and processes (but not development of such systems and processes), and other reasonable access to relevant information, including any existing plans at the time of such request that are known to the Seller Parent representatives involved with the preparation of the Transition Plan and that Seller Parent may have that are reasonably likely to impact the transition timeline or any other Services; provided that Seller Parent is not obligated to provide transition assistance that (a) Purchaser is reasonably able to provide to itself or that is reasonably obtainable from third party service providers, subcontractors or consultants or (b) would materially adversely affect any of Seller Parent's other obligations and commitments (including its and its Affiliates' business operations). Notwithstanding anything to the contrary herein, the foregoing assistance of Seller Parent is deemed to be a Service for purposes of this Agreement.

Section 2.8 Cooperation.

(a) Purchaser agrees that it shall timely provide to Seller Parent, at no cost to Seller Parent, access to personnel, facilities, assets and information, and shall provide decisions, approvals and consents in a timely manner upon request, in each case, in order to enable Seller Parent to perform its obligations under this Agreement in a timely and efficient manner as may be required for the performance of the Services.

(b) Without limiting the foregoing in this Section 2.8, each Party shall use commercially reasonable efforts to cooperate with the other Party in all matters relating to the provision and receipt of the Services and to minimize the expense, distraction and disturbance to each Party, and shall perform all obligations hereunder in good faith and in accordance with principles of fair dealing. Such cooperation shall include (i) the execution and delivery of such further instruments or documents as may be reasonably requested by the other Party to enable the full performance of each Party's obligations hereunder and (ii) notifying the other Party in advance of any changes to a Party's operating environment or personnel that are known to such Party's Transition Representative or Service Functional Lead and that would be reasonably expected to impact the transition timeline or any other Services, and working with the other Party in connection therewith, provided that prior to implementing any such changes, such Party shall use reasonable best efforts to minimize the effect of such changes on the operation of the Business or the provision of the Services.

Section 2.9 Compliance.

(a) The Services provided hereunder are to be provided to Purchaser and its Affiliates, including the Conveyed Subsidiaries and their Subsidiaries, and the receipt of the Services may involve Purchaser's and its Affiliates' third party service providers, subcontractors and consultants. Purchaser shall

be responsible for its Affiliates' and Designees', and its and their third party service providers', subcontractors' and consultants' compliance with the terms and conditions of this Agreement.

(b) Purchaser acknowledges and agrees that Seller Parent shall not provide any Service to the extent that the provision of such Service to Purchaser or its Affiliates would require Seller Parent, any of its Affiliates, any of its or their third party service providers, subcontractors or consultants, including any of the foregoing's officers, directors, employees, agents or representatives to violate (i) any applicable Laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, or (ii) any Seller Parent policies and/or procedures. In the event that Seller Parent determines in good faith that provision of a specific Service in a specific market is likely to violate (i) or (ii) above (a "Compliance Concern"), Seller Parent shall provide immediate notice to Purchaser describing in reasonable detail the nature of the Compliance Concern and the proposed method or procedure by which Purchaser would address or remedy such Compliance Concern.

(i) Seller Parent hereby represents and warrants that, to the best of its knowledge as of the Effective Date, there is no Compliance Concern that affects any of the Services set forth in the Services Letter as of the Effective Date.

(ii) Seller Parent and Purchaser shall confer in good faith to determine whether the Compliance Concern is of such potential severity and likelihood that a suspension (in part or in whole) of any Service is appropriate. Seller Parent and Purchaser shall pursue the mutual objective of limiting the scope and duration of any such suspension. Purchaser shall take any interim measures necessary to address the Compliance Concern, that are reasonably requested by Seller Parent (e.g., by replacing a suspect intermediary or reassigning a suspect employee), and shall inform Seller Parent that such measures have been implemented.

(iii) In the event that any Service has been suspended under this Section 2.9(b), upon approval by Seller Parent of the interim measures, which approval shall not be unreasonably withheld, delayed or conditioned, Seller Parent shall immediately resume the provision of such Service; provided, however, that Seller Parent shall not suspend any Service to the extent affecting or involving a Fundamental Obligation without first consulting with Purchaser and cooperating to identify interim measures to avoid or mitigate such impediment to the fullest extent reasonably possible; provided further, however, that if, after such consultation, Seller Parent determines in its reasonable judgement that there is no interim measure or reasonable workaround and such Service must be suspended, the Parties shall promptly refer such matter to the SteerCo Leads for resolution thereof as soon as reasonably practicable in order to mitigate any Losses incurred by Purchaser.

(iv) All interim measures shall remain in place until and unless Purchaser concludes, on the basis of its reasonable investigation, that the Compliance Concern is unfounded or is resolved and so certifies to Seller Parent.

(v) In the event that any Service has been suspended under this Section 2.9(b), (1) Seller Parent shall not invoice Purchaser for any Service Fee or Out-of-Pocket Costs to the extent associated with such suspended Service, and (2) upon receipt of written notification of the implementation of interim measures and approval by Seller Parent of the interim measures, which approval shall not be unreasonably withheld, delayed or conditioned, Seller Parent shall immediately resume, and continue to provide, such Service without interruption in reliance on Purchaser's interim measures and on any subsequent certification by Purchaser that the Compliance Concern is unfounded or is resolved. Purchaser shall at all times comply with all applicable Laws in connection with the Services.

(c) Purchaser shall follow the policies, procedures and practices with respect to the Services followed by Seller Parent, including those in effect immediately prior to the Effective Date and any changes to such policies, procedures and practices required due to changes in applicable Law (or changes in the interpretation or enforcement of applicable Law) following the Effective Date, including those relating to continuity of business, computer and network security measures and data encryption, provided, in each case, that Purchaser has been informed of such policies, procedures and practices.

Section 2.10 Condition to Performance. Purchaser acknowledges and agrees that Seller Parent shall not be responsible for any failure to provide Services to the extent that such failure results from Purchaser's failure to comply with any terms and conditions of this Agreement or to the extent that such failure to provide Services is pursuant to a suspension of a Service that is in accordance with Section 2.9(b).

Section 2.11 Facilities and Access to Facilities. To the extent that the performance or receipt of Services requires either Party or its Affiliates, or on their behalf designees or subcontractors not reasonably objected to by the controlling Party (as defined below), to have access to the controlling Party's facilities during the Term:

(a) the Party that owns or controls such facility shall permit or shall cause its relevant Affiliate that owns or controls such facility to permit (for the purposes of this Section 2.11, the "controlling Party") the other Party or its relevant Affiliate, designee or subcontractor (for the purposes of this Section 2.11, the "accessing Party") to access and use the relevant facility, to the extent reasonably necessary to provide or receive the Services in accordance with the terms of this Agreement (for the purposes of this Section 2.11, "Access"), during normal business hours and at such other times as are reasonably required;

(b) the controlling Party may reasonably refuse to admit to its facilities any employee or other personnel of the accessing Party or its relevant Affiliate, designee or subcontractor whose admission would, at the sole discretion of controlling Party (acting reasonably) cause (or be reasonably likely to cause) (i) a security and/or health and safety risk; or (ii) the controlling Party to be in breach of applicable Law; and

(c) the accessing Party shall or shall cause its Affiliates to Access such facilities in accordance with (i) all applicable Laws, (ii) the directions of any Governmental Authority, the (iii) terms and conditions of the controlling Party's leases affecting or relating to the facilities as the terms of any such leases are communicated in writing or have otherwise been made accessible to the accessing Party in advance to

accessing Party, (iv) the controlling Party's policies and procedures as such policies and procedures are communicated in writing or have otherwise been made accessible in advance to the accessing Party from time to time, and (v) the controlling Party's reasonable directions from time to time (including directions relating to security and health and safety), and shall keep such facilities in good order and not commit or permit waste or damage to the same.

Section 2.12 Security.

(a) Security. Purchaser and Seller Parent shall maintain a reasonable level of security and protection of Personally Identifiable Information that is, at a minimum, substantially consistent with the level of security that Seller Parent maintains for the Business as of the Effective Date with respect to all of Seller Parent's facilities, networks and systems used in connection with the provision or receipt of Services and the security and protection of Personally Identifiable Information.

(b) Access to Required Technology. To the extent that the performance or receipt of Services or access to facilities, networks and systems hereunder requires any Party or its Affiliates to have access to the other Party's or its Affiliates' internal information technology systems (including third-party services, e-mail and access to computer networks, database and equipment) owned, licensed, leased or used by such other Party or its Affiliates ("Required Technology"), such other Party or its Affiliates shall provide reasonable access to such Required Technology in accordance with applicable Law and subject to the security, use, virus protection, disaster recovery and confidentiality policies and procedures (including physical security, network and system access, internet security, confidentiality and processing of Personally Identifiable Information and security guidelines and procedures) in effect by such other Party as communicated in writing to the accessing Party. Each of the Parties shall, and shall cause each of its Affiliates and personnel having access to the Required Technology to (i) comply with all of such Party's or its Affiliates' security policies that are applicable to the provision of any Service or access to any facility, networks and systems, provided that such Party has been informed of such policies; (ii) not tamper with, compromise or circumvent any security or audit measures employed by such Party or its Affiliate whose Required Technology is being accessed; and (iii) ensure that only those users who are specifically authorized by such Party or its Affiliates, as the case may be, gain access to the Required Technology. The rights of access to the Required Technology granted hereunder shall be restricted to user access only, and shall not include privileged or higher level access rights or rights to functionality. Other than as specifically permitted under this Agreement, no Person shall have any rights of access to the other Party's Required Technology or internal information technology systems.

(c) Notice of Security Breaches. A Party discovering any material breach of the provisions of this Section 2.12 or any breach of the security policies or unauthorized access to Personally Identifiable Information, the Required Technology, facilities or other internal information technology systems used hereunder of the other Party shall take all reasonable steps to resolve such breach as soon as reasonably practicable. To the extent such breach materially impacts the integrity, availability or security of the other

Party's data or business operations, such Party shall notify the other Party as soon as reasonably practicable of such breach, the steps being taken to remedy such breach and the anticipated timeline for resolution thereof.

(d) Erroneous Data Transfer. To the extent that a Party (the "transferring Party" for the purposes of this Section 2.12) transfers, provides, or allows the other Party (the "receiving Party" for the purposes of this Section 2.12) to access any data (including any Personally Identifiable Information, test results, R&D laboratory information assets, financial information, clinical data, business and sales data, adverse event data, customer data, new product information, manufacturing information and documentation, investigation information, batch records, human resources information, government pricing, dossier information, regulatory information or information relating to data) that was not intended to be transferred, provided or made accessible to the receiving Party either due to an error by the transferring Party or because such data was not or could not reasonably be separated or otherwise removed from any data or database to which the receiving Party was being provided access in order to provide or receive the Services ("Erroneously Transferred Data"), then following the earlier of (i) the date that the receiving Party receives written notice of such Erroneously Transferred Data and (ii) the date it becomes reasonably apparent to the receiving Party that it has been transferred, received or been provided access to such Erroneously Transferred Data, the receiving Party shall (A) treat such Erroneously Transferred Data as Confidential Information; (B) not use or disclose such Erroneously Transferred Data for any purpose; and (C) promptly, at the transferring Party's request (provided, that such request is made within six (6) months after the date of the original transfer of the Erroneously Transferred Data), use reasonable best efforts to delete such Erroneously Transferred Data and/or, at the transferring Party's discretion, provide a copy of such Erroneously Transferred Data to the transferring Party in a form reasonably satisfactory to the transferring Party.

Section 2.13 Internal Audits of Seller Parent Controls and Processes. The Parties acknowledge and agree that Seller Parent will, in the ordinary course of its business, conduct audits and testing of certain controls, processes and procedures that relate to the Services provided to Purchaser under this Agreement (a "Seller Parent Managed Control or Process"). Subject to the Purchase Agreement, Seller Parent agrees that, as soon as reasonably practicable following the completion of such audit and testing and at no cost or expense to Purchaser, Seller Parent will provide Purchaser with reasonable access to the audit or controls testing documentation for any such Seller Parent Managed Control or Process that is material to Purchaser's business. Notwithstanding the foregoing, Seller Parent's responsibility shall be limited to providing reasonable access to audit or controls testing documentation that are created in the ordinary course of its business and Seller Parent shall have no responsibility to conduct any particular audit or testing, create any specific documentation or to provide any interpretation of testing results, determination of the level of any potential deficiencies, risk assessments or materiality determinations (and, for clarity, the use of any such information provided by Seller Parent is solely Purchaser's responsibility, without limiting the last sentence of this Section 2.13). To the extent required by Purchaser in connection with its auditing requirements, Purchaser shall have the right to perform an audit and testing of any Seller Parent Managed Control or Process at Purchaser's sole cost and expense. Upon reasonable written notice to Seller Parent, Seller Parent shall permit Purchaser representatives access during reasonable business hours for purposes of such audit and

reasonably assist Purchaser with such audit at Purchaser's reasonable request. Such audit may include reasonable testing procedures to cover key financial and IT controls within Seller Parent Managed Controls or Processes, provided that, if any such audit or testing could provide or result in Purchaser having access to any sensitive Confidential Information of Seller Parent (including tax and transfer pricing information or other information that would reasonably be considered competitively sensitive), Seller Parent may request that Purchaser appoint an independent third party audit firm reasonably acceptable to Seller Parent to conduct such audit and testing. All Costs of any audit conducted by or on behalf of Purchaser under this Section 2.13, including the Costs of a third party audit firm, shall be borne by Purchaser. Within thirty (30) days of completing such audit, Purchaser shall submit a report to Seller Parent with any findings. Any information obtained or observed by Purchaser during an audit shall be subject to the confidentiality obligations set forth in Article VI. For clarity, unless any remediation or modification that is set forth in such findings is necessitated by a change or discontinuation in Service or other action by Seller Parent, Seller Parent shall have no responsibility to conduct any remediation or modification of any Seller Parent Managed Control or Process unless otherwise agreed to by Seller Parent in advance in writing in each instance or required by applicable Law, and, if any such remediation or modification (to the extent so agreed by Seller Parent) is primarily for the benefit of Purchaser, Purchaser shall reimburse any Set-Up Costs incurred by Seller Parent or its Affiliates in connection therewith. In the event of an audit or inspection of a product or facility of the Business, Seller Parent may provide any available necessary data or documentation directly to Purchaser, provided that Seller Parent shall not be required to interface directly with any such auditor or inspector (and the Parties acknowledge that Purchaser shall have principle responsibility for such interface).

Section 2.14 Internal Audits of Treasury Policies, Procedures and Practices. The Parties acknowledge and agree that Purchaser will, in the ordinary course of its business, conduct audits and testing, designed to test compliance with the Anti-Corruption Laws, the U.S. Health Care Fraud and Abuse Laws (including the U.S. False Claims Act and the U.S. Anti-Kickback Statute), or any applicable Law of similar effect of another jurisdiction, of certain policies, procedures and practices described in Section 2.9(c) that relate to the Treasury Services provided to Purchaser under this Agreement (a "Treasury Policy, Procedure or Practice"). Purchaser agrees that, subject to the Purchase Agreement, as soon as reasonably practicable following the completion of such audit and testing and at no cost to Seller Parent, Purchaser will provide Seller Parent with reasonable access to the audit or controls testing documentation for any such Treasury Policy, Procedure or Practice that relates to the Services. Notwithstanding the foregoing, Purchaser's responsibility shall be limited to providing reasonable access to audit or controls testing documentation that are created in the ordinary course of its business and Purchaser shall have no responsibility to conduct any particular audit or testing, create any specific documentation or to provide any interpretation of testing results, determination of the level of any potential deficiencies, risk assessments or materiality determinations (and, for clarity, the use of any such information provided by Purchaser is solely Seller Parent's responsibility, without limiting the last sentence of this Section 2.14). To the extent required by Seller Parent in connection with its auditing requirements, Seller Parent shall have the right to perform an audit and testing of any Treasury Policy, Procedure or Practice that relates to the Services at Seller Parent's sole cost and expense. Upon reasonable written notice to Purchaser, Purchaser shall permit Seller Parent representatives access during reasonable business hours for purposes of such audit and reasonably assist Seller Parent with such audit at

Seller Parent's reasonable request. Such audit may include reasonable testing procedures to cover key financial and IT controls within Treasury Policies, Procedures or Practices that relates to the Services, provided that, if any such audit or testing could provide or result in Seller Parent having access to any sensitive Confidential Information of Purchaser (including tax and transfer pricing information or other information that would reasonably be considered competitively sensitive), Purchaser may request that Seller Parent appoint an independent third party audit firm reasonably acceptable to Purchaser to conduct such audit and testing. All Costs of any audit conducted by or on behalf of Seller Parent under this Section 2.14, including the Costs of a third party audit firm, shall be borne by Seller Parent. Within thirty (30) days of completing such audit, Seller Parent shall submit a report to Purchaser with any findings. Any information obtained or observed by Seller Parent during an audit shall be subject to the confidentiality obligations set forth in Article VI. For clarity, unless any remediation or modification that is set forth in such findings is necessitated by a change or discontinuation in Treasury Service or other action by Seller Parent, Seller Parent shall have no responsibility to conduct any remediation or modification of any Treasury Policy, Procedure or Practice unless otherwise agreed to by Seller Parent in advance in writing in each instance or required by applicable Law, and, if any such remediation or modification (to the extent so agreed by Seller Parent) is primarily for the benefit of Purchaser, Purchaser shall reimburse any Set-Up Costs incurred by Seller Parent or its Affiliates in connection therewith.

Section 2.15 Condition to Performance. Purchaser acknowledges and agrees that Seller Parent shall not be responsible for any failure to provide Services to the extent that such failure results from Purchaser's failure to comply with any of its express obligations under this Agreement or to the extent that such failure to provide Services is pursuant to a suspension of a Service that is in accordance with Section 2.9(b)

ARTICLE III

COMPENSATION

Section 3.1 Compensation.

(a) Purchaser (or, at Purchaser's option, Purchaser's applicable local Affiliate) shall pay to Seller Parent (or at Seller Parent's option, Seller Parent's applicable local Affiliate) a monthly fee for each Service provided to, or for the benefit of, Purchaser and its Affiliates hereunder in accordance with the charges for each such Service as set forth in the Services Letter (collectively, the "Service Fee"), Set-Up Costs and (as applicable) Service Exit Costs (at Seller Parent's option, in local currency). All Set-Up Costs and Service Exit Costs shall be shared equally by Seller Parent and Purchaser, and for clarity, shall not be subject to the Cap; provided, however, that Purchaser's share of the Set-Up Costs and Service Exit Costs, in the aggregate, shall not exceed Twenty-Two Million Dollars ($22,000,000). The Service Fees shall be less any Commission Payments solely to the extent such Commission Payments have been paid to Seller Parent or its Affiliate. In the event Seller Parent elects to designate a Seller Parent local Affiliate to receive payments and/or a Purchaser local Affiliate to make payments, each such local Affiliate shall, to the extent required by applicable Law, execute a joinder to this Agreement, substantially in the form as set forth in Exhibit D.

(b) If the Service is an Enabling Function Service, Purchaser (or, at Purchaser's option, Purchaser's applicable local Affiliate) shall reimburse Seller Parent (or at Seller Parent's option, Seller Parent's

applicable local Affiliate) for all reasonable and documented out-of-pocket expenses incurred in connection with the (i) provision of any Service, including license fees, royalties and payments to third party service providers, subcontractors and consultants (including payments for consents pursuant to Section 2.5) and/or (ii) full or partial termination of any Service in accordance with Section 7.2 (such expenses, collectively, "Out-of-Pocket Costs"). All Out-of-Pocket Costs shall be in addition to the Service Fee.

(c) Notwithstanding the foregoing, except as expressly provided to the contrary herein, including as set forth in Sections 2.3(a) and 2.3(b), the Service Fee (excluding the Set-Up Costs and Service Exit Costs) for all Enabling Functions Services and all Out-of-Pocket Costs (including all costs and expenses incurred by Seller Parent or its Affiliates hereunder) related to Enabling Function Services (including any costs or expenses paid or reimbursed for by Purchaser or its Affiliate under Sections 5(c) and 5(d) of the Service and Pay Agent Agreement attached as Annex 1 of the Services Letter) for which Seller Parent, or its designated local Affiliate, seeks payment or reimbursement hereunder shall not exceed (i) Sixty-Two Million Five Hundred Thousand Dollars ($62,500,000) during the initial twelve (12) month period immediately following the Effective Date and (ii) Thirty-One Million Two Hundred Fifty Thousand Dollars ($31,250,000) during the six (6) month period immediately following such initial twelve (12) month period (in each of the foregoing clauses (i) and (ii), including any Omitted Service that is an Enabling Function Service as provided for in Section 2.3(c), the "Cap"). For clarity, the Cap shall not apply to (x) any Services provided after expiration of the Extended Period or (y) to any Services that are not Enabling Function Services.

(d) It is the intent of the Parties that the Service Fees set forth in the Services Letter reasonably approximate the cost of providing the Services, including the cost of employee wages and compensation, without any intent to cause Seller Parent to receive profit or incur loss. Without limitation of the foregoing, the Parties acknowledge and agree that additional employee hiring or retention costs not reflected the Services Letter may be incurred by Seller Parent to hire or retain necessary employees to provide Services, which costs shall be for the account of Purchaser and shall be reimbursed by Purchaser to Seller Parent, subject to the Cap to the extent applicable, unless otherwise expressly provided in this Agreement.

(e) In the event of a Service Noncompliance (as defined in Section 2.2), (i) the Parties shall refer such Service Noncompliance to the SteerCo Leads, and Seller Parent shall provide the SteerCo Leads with a copy of its plan to cure such Service Noncompliance for the SteerCo Leads to reasonably comment thereon (which comments Seller Parent shall reasonably consider), (ii) Seller Parent shall use reasonable best efforts to cure such Service Noncompliance in accordance with such plan, and shall reasonably consider the direction provided by the SteerCo Leads in connection therewith, and (iii) in the event Seller Parent has not cured such Service Noncompliance in accordance with such plan and the SteerCo Leads have not implemented a mutually agreed upon plan to address such Service Noncompliance within ten (10) Business Days thereafter (or such shorter period of time if required for Purchaser to comply with applicable Law, including for a Fundamental Obligation under Section 2.2(a)(ii)), then Purchaser shall be entitled to recover liabilities under Section 5.7(a).

Section 3.2 Taxes.

(a) VAT shall be added to the amounts invoiced pursuant to this Agreement as required by applicable Law and such VAT shall be payable on receipt of a valid VAT invoice. In the event of any amendment to VAT legislation or for any other reason the sums invoiced without VAT in accordance with this Agreement become subject to VAT, then the applicable invoices shall be deemed to be exclusive of VAT (if any) and the Party receiving such invoices shall, in addition to the sums payable, pay the invoicing Party, on receipt of a valid VAT invoice, the full amount of VAT chargeable thereon. In the event that the Parties agree that the consideration for the relevant taxable supply is different from the consideration reflected on the relevant VAT invoice (with the consequence that the amount of VAT paid pursuant to this Agreement is incorrect) the Parties shall reasonably cooperate with each other to issue such invoices or credit notes or to make such payments or repayments of VAT as would properly reflect the correct amount of VAT attributable to the relevant taxable supply.

(b) Subject to Section 3.2(d), Purchaser shall be responsible for all sales, use, gross receipts, business, consumption and other similar taxes, levies and charges (other than gross or net income taxes) imposed by applicable taxing authorities attributable to the supply of Services to Purchaser or any payment hereunder, whether or not such taxes, levies or charges are shown on any invoices. If Seller Parent is required to pay any part of such taxes, levies or charges, Seller Parent shall provide Purchaser with evidence that such taxes, levies or charges have been paid by Seller Parent, and Purchaser shall reimburse Seller Parent for such taxes, levies and charges. Each Party shall use reasonable efforts to avail itself of any available exemptions from any such taxes, levies and charges and to cooperate with the other Party in providing any information and documentation that may be necessary to obtain such exemptions.

(c) In the event that applicable Law requires that an amount in respect of any taxes, levies or charges (other than taxes, levies or charges imposed on or measured by net income (however denominated)) be withheld from any payment by Purchaser to Seller Parent under this Agreement, Purchaser shall promptly notify Seller Parent of such required withholding and shall increase the amount payable to Seller Parent as necessary so that, after Purchaser has withheld such amounts required by applicable Law, Seller Parent receives an amount equal to the amount Seller Parent would have received had no such withholding been required, and Purchaser shall withhold such taxes, levies or charges and pay such withheld amounts over to the applicable taxing authority in accordance with the requirements of the applicable Law and provide Seller Parent with an official receipt confirming such payment. Purchaser shall also provide Seller Parent with any cooperation or reasonable assistance as may be necessary to enable Seller Parent to claim exemption from such withholding taxes, to receive a refund of such withholding taxes or to claim a tax credit therefor. The Parties shall cooperate with each other in seeking deductions, exemptions or reductions in withholding taxes available under any applicable double taxation or other similar treaty or agreement from time to time in force.

(d) Cross-border Services to be performed hereunder may fall within Article 44 of the EU VAT Directive or the relevant equivalent national provision. In such case, Purchaser hereby agrees that with respect to each applicable jurisdiction, Purchaser shall itself account for VAT in its own jurisdiction on

the performance of such cross-border Services made to it hereunder and that Seller Parent shall (to the extent legally possible) issue invoices without local VAT. Purchaser agrees that with respect to each such jurisdiction, Purchaser will provide on request to Seller Parent or the invoicing Affiliate of Seller Parent, a valid VAT registration number and certificate (or equivalent documentation) in the jurisdiction with respect to the receipt of such cross-border Services.

(e) Where Purchaser is required by this Agreement to reimburse or indemnify Seller Parent for any cost or expense (including Out-of-Pocket Costs), Purchaser shall reimburse or indemnify Seller Parent for the full amount of the cost or expense, including any VAT on that amount, except to the extent that Seller Parent determines (acting reasonably and in good faith) that it (or a member of the same group as Seller Parent for VAT purposes) is entitled to credit or repayment for that VAT from any relevant tax authority.

Section 3.3 Payment Terms. Unless otherwise specified in the Services Letter, Seller Parent, or Seller Parent's local Affiliate (if so designated by Seller Parent), shall invoice Purchaser or Purchaser's applicable local Affiliate (if so agreed by Seller Parent) for the Service Fee for each of the Services performed, and, if applicable, any Out-of-Pocket Costs and all other amounts due or incurred, hereunder in each of the relevant countries on a monthly basis at the end of each month during which any Service has been provided. Purchaser shall pay Seller Parent (through their respective local Affiliates if so designated by Seller Parent) all amounts as may be due hereunder, within thirty (30) days from the date of invoice (at Seller Parent's option in local currency). All such invoices shall be delivered to Purchaser at 951 Calle Amanecer, San Clemente, CA 92673, Attention: Kevin McGrody, Controller (or such addressee as Purchaser shall later designate by written notice to Seller Parent) or to Purchaser's local Affiliate (if so designated by Seller Parent), with copies to Purchaser. Any correspondence or payments concerning such invoices shall be made to Seller Parent at 235 East 42nd Street, New York, New York 10017, Attention: Dave Rogalski, Director, Finance Portfolio Management & Optimization (or such addressee as Seller Parent shall later designate by written notice to Purchaser) or to Seller Parent's local Affiliate (if so designated by Seller Parent), with copies to Seller Parent. For clarity, (i) the Parties may make any payments due under this Agreement, the Reverse Transition Services Agreement, an Interim Business Agreement, the Net Economic Benefit Agreement and the Canada Distribution Services Agreement in accordance with any global payment settlement mechanism that the Parties may agree to in writing from time to time and (ii) in no event shall Purchaser or Purchaser's applicable local Affiliate be required to pay the Service Fee or, if applicable, any Out-of-Pocket Costs for a Service to the extent that such Service Fee has already been allocated to Purchaser or Purchaser's applicable local Affiliate under this Agreement, an Interim Business Agreement, the Net Economic Benefit Agreement or the Canada Distribution Services Agreement for such Service. Such global payment settlement mechanism shall take into account the Working Capital Prepayment and any Monthly Working Capital Prepayments.

Section 3.4 Interest. Seller Parent reserves the right to charge interest on any amount which has been due from Purchaser under this Agreement for more than thirty (30) days, at an annual interest rate of five percent (5%), accruing from the date payment was due through the date of actual payment.

Section 3.5 Working Capital Prepayment. On the Effective Date, in connection with this Agreement, Purchaser shall fund the working capital needs in support of the Business initially anticipated for Seller Parent to perform the Services by (i) paying to Seller Parent, by wire transfer of immediately available funds to the Seller Account (as defined in the Purchase Agreement), the amount of $22,325,124.65 and (ii) applying a credit in an amount equal to $8,674,875.35 against open payables due to Purchaser by Seller Parent as of the Effective Date, for a total value of Thirty-One Million Dollars ($31,000,000) (the "Working Capital Prepayment"). Commencing the first month following the Effective Date, and on a monthly basis thereafter, Seller Parent shall provide, for review with Purchaser, a forecast of the amount of working capital expected to be required by Seller Parent in connection with the Services based on the upcoming month's expected cash outflows *less* the upcoming month's expected cash inflows ("Monthly Working Capital Prepayment"), at least five (5) Business Days prior to the first day of the following month or in accordance with such other time periods as may be agreed by the Parties in connection with the global payment settlement mechanism. Purchaser shall pay to Seller Parent the agreed upon Monthly Working Capital Prepayment one (1) day prior to the first day of the following month.

ARTICLE IV

INTELLECTUAL PROPERTY

Section 4.1 Ownership of Intellectual Property.

(a) As between the Parties, Seller Parent to the extent related to the Retained Business and Purchaser to the extent related to the Business shall be the sole and exclusive owner of all Intellectual Property that is created by or on behalf of Seller Parent, any of its Affiliates, or any of its or their third party service providers, subcontractors or consultants, and delivered to Purchaser under this Agreement, including any modifications to its systems and software, and any other Intellectual Property created in performance of the Services and delivered to Purchaser hereunder; except that Seller Parent shall be the sole and exclusive owner of any such created Intellectual Property that relates to the Excluded Assets; provided that any such Intellectual Property created under this Agreement that is both (i) owned by Seller Parent under this Section 4.1(a) and (ii) related to the Business and would be Solutions Licensed IP (as defined in the Intellectual Property License Agreement) or Medical Devices Licensed IP (as defined in the Intellectual Property License Agreement), as applicable, if such Intellectual Property had been Controlled (as defined in the Intellectual Property License Agreement) by Seller Parent as of the Closing, shall be deemed to be Controlled by Seller Parent as of the Closing Date and therefore subject to the applicable license of Section 2.1 or 2.2 of the Intellectual Property License Agreement. Notwithstanding the foregoing or anything to the contrary herein, and for clarity, in no event shall Purchaser acquire any rights (including pursuant to the foregoing license) to Intellectual Property with respect to the ADD-Vantage system or its connector, vial, vial shroud or diluent bag, any hazardous drug handling system for Medicated Infusion Therapy Solutions (or any components thereof) or any other pharmaceutical drug delivery or handling system whose primary purpose is to facilitate the safe and sterile admixture or administration of Medicated Infusion Therapy Solutions (or any components thereof).

(b) All data collected or created pursuant to a Service and on behalf of Purchaser shall be owned by Purchaser, except that Seller Parent shall own technical data generated or created in providing the Services that relates to the operation of the Retained Business.

(c) To the extent that any right, title or interest in or to any Intellectual Property vests in either Party or its Affiliates in contravention of Sections 4.1(a) or 4.1(b), such Party (the "Assigning Party") hereby assigns, and shall cause its Affiliates to assign, perpetually and irrevocably, to the other Party (the "Assignee Party") such right, title, and interest in, to, and under such Intellectual Property free and clear of all Liens and other encumbrances without the need for further action. The Assigning Party shall, and shall cause its Affiliates to, execute any and all assignments and other documents necessary to perfect, register or record the Assignee Party's right, title, and interest in, to, and under such Intellectual Property.

(d) Except as set forth in Sections 4.1(a) and 4.1(b), Seller Parent, on the one hand, and Purchaser, on the other hand, retains all right, title and interest in and to their respective Intellectual Property, and no other license or other right, express or implied, is granted to either Party or its Affiliates with respect to the other Party's or its Affiliates' Intellectual Property under this Agreement.

Section 4.2 License Grants.

(a) Seller Parent hereby grants (on behalf of itself and any of its Affiliates) to Purchaser a non-exclusive, non-sublicensable (except to Affiliates of Purchaser for the purposes of receiving the Services), non-transferable, royalty-free and fully paid-up (subject to the terms hereof), limited license to use during the Term the Intellectual Property rights to the extent owned or controlled by Seller Parent and used in connection with providing the Services to Purchaser under this Agreement, solely to the extent and for the duration necessary for Purchaser and its Affiliates to receive the Services.

(b) Purchaser hereby grants to Seller Parent a non-exclusive, non-sublicensable (except to its Affiliates for the purposes of providing the Services), non-transferable, royalty-free and fully paid-up, limited license to use during the Term the Intellectual Property to the extent owned or controlled by Purchaser and used in connection with providing the Services to Purchaser under this Agreement, solely to the extent and for the duration necessary for Seller Parent to provide the Services.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification.

(a) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Purchase Agreement or any other Ancillary Agreement, Purchaser agrees to defend, indemnify, and hold harmless Seller Parent and its Affiliates and, if applicable, their respective third party service providers, subcontractors and consultants, and its and

their respective directors, officers, agents, employees, successors and assigns (each, a "Seller Parent Indemnified Party") from and against all Losses that such Seller Parent Indemnified Party suffers or incurs, or becomes subject to, that arise from or relate to the provision or use of the Services, including any suits for injuries to or death of any Person or Persons or loss of or damage to the tangible property of any Person or Persons (including the agents and employees of the Seller Parent Indemnified Party), except to the extent arising or resulting from (i) the gross negligence, fraud or willful misconduct by Seller Parent or its Affiliates related to the provision of Services under this Agreement or (ii) any intentional breach by Seller Parent or any of its Affiliates of any of its covenants, agreements or obligations under this Agreement.

(b) Subject to the provisions of this Article V, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in, the Purchase Agreement or any other Ancillary Agreement, Seller Parent agrees to defend, indemnify, and hold harmless Purchaser and its Affiliates and, if applicable, their respective third party service providers, subcontractors and consultants, and its and their respective directors, officers, agents, employees, successors and assigns (each, a "Purchaser Indemnified Party") from and against all Losses that such Purchaser Indemnified Party suffers or incurs, or becomes subject to, to the extent arising or resulting from (i) the gross negligence, fraud or willful misconduct by Seller Parent or any of its Affiliates related to the provision of or failure to provide any Services under this Agreement; or (ii) any intentional breach by Seller Parent or any of its Affiliates of any of its covenants, agreements or obligations under this Agreement.

Section 5.2 Indemnification Procedures.

(a) If any Action is instituted by or against a third party with respect to which any Party (the "Indemnified Party") intends to claim any Loss hereunder (a "Third Party Claim"), the Indemnified Party shall promptly give written notice thereof to the other Party (the "Indemnifying Party") indicating, with reasonable specificity, the nature of such Third Party Claim, the basis therefor, a copy of any documentation received from the third party, an estimate of the Losses relating thereto, and the provisions of this Agreement and/or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the defense of the Action in a timely manner pursuant to this Section 5.2(a) shall not limit the obligation of the Indemnifying Party under this Article V, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby, (ii) to the extent expenses are incurred during the period in which notice was not provided, and (iii) as provided by Section 5.3. Payments for Losses for Third Party Claims which are otherwise covered by the indemnification obligations herein shall not be required except to the extent that the Indemnified Party has expended out-of-pocket sums.

(b) Upon receipt of a notice for indemnity from an Indemnified Party pursuant to Section 5.2(a) with respect to any Third Party Claim, the Indemnifying Party under this Article V shall have the right, but not the obligation, to assume the defense of, at its own expense and by its own counsel, any such Third Party Claim; provided that the Indemnifying Party shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) such Third Party Claim

for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (ii) such Third Party Claim seeks an injunction or equitable relief against the Indemnified Party; (iii) the Indemnified Party has been advised in writing by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party; or (iv) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim. If the Indemnifying Party shall, in accordance with the immediately preceding sentence, undertake to compromise or defend any such Third Party Claim, it shall notify the Indemnified Party of its intention to do so, and the Indemnified Party shall agree to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Third Party Claim; provided that the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement releases the Indemnified Party in connection with such Third Party Claim and provides relief consisting solely of money damages borne by the Indemnifying Party. If the Indemnifying Party assumes the defense of the Third Party Claim, and the Third Party Claim concerns any Intellectual Property of the other Party, the Indemnifying Party shall reasonably cooperate with the Indemnified Party with respect to such aspects of the Third Party Claim that concern the ownership, validity, or enforceability of such Intellectual Property, including by not making any admission or offer of settlement in such Third Party Claim that could reasonably be expected to have prejudice or adverse effect. Notwithstanding an election of the Indemnifying Party to assume the defense of such Action, the Indemnified Party shall have the right to employ separate legal counsel and to participate in the defense of such Action.

(c) In the event any Indemnified Party has an indemnification claim against any Indemnifying Party under this Agreement that does not involve a Third Party Claim, the Indemnified Party shall so notify the Indemnifying Party promptly in writing describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of this Agreement or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the conduct or defense of the Action in a timely manner pursuant to this Section 5.2(c) shall not limit the obligation of the Indemnifying Party under this Article V, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby and (ii) as provided by Section 5.3. If the Indemnifying Party disputes its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute in accordance with the terms hereof and, if not resolved through negotiations, such dispute shall be resolved pursuant to Section 9.9. Within ten (10) Business Days of the final determination of the amount of any claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to the agreed claim by wire transfer in immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than five (5) Business Days prior to such payment.

Section 5.3 Losses Net of Insurance, Etc. The amount of any Loss for which indemnification is provided under Section 5.1 shall be net of (a) any amounts actually recovered by the Indemnified Party pursuant to any indemnification by or indemnification agreement with any third party (net of any costs of investigation of the underlying claim and collection), (b) any insurance proceeds or other cash

receipts or sources of reimbursement actually received (net of any costs of investigation of the underlying claim and collection) as an offset against such Loss (each Person named in clauses (a) and (b), a "Collateral Source"), and (c) an amount equal to the net Tax benefit resulting from such Loss that is actually realized no later than the second Tax year following the Tax year of the Loss by the Indemnified Party or its Affiliates. Indemnification under this Article V shall not be available unless the Indemnified Party first uses its reasonable best efforts to seek recovery from all Collateral Sources. The Indemnifying Party may, to the extent permitted by applicable Law, require an Indemnified Party to assign to the Indemnifying Party the rights to seek recovery pursuant to the preceding sentence (to the extent such rights are capable of assignment); provided that the Indemnifying Party shall then be responsible for pursuing such claim at its own expense; and provided, further, that the Indemnified Party shall cooperate (at the Indemnifying Party's expense) with the Indemnifying Party to seek such recovery. If the amount to be netted hereunder from any payment required under Section 5.1(a) or Section 5.1(b) is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party pursuant to this Article V, the Indemnified Party shall repay to the Indemnifying Party, promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article V had such determination been made at the time of such payment.

Section 5.4 No Right of Set-Off. Neither Seller Parent, on the one hand, nor Purchaser, on the other hand, shall have any right to set-off any Losses under this Article V against any payments to be made by such Party or Parties pursuant to this Agreement. For clarity, Seller Parent shall have the right to deduct amounts owed by Purchaser to Seller Parent under this Agreement, the Reverse Transition Services Agreement, the Interim Business Agreement and the Net Economic Benefit Agreement (excluding any such amounts to the extent owed by Purchaser under Article V of this Agreement, Article V of the Reverse Transition Services Agreement, Section 8 of the Net Economic Benefit Agreement, or Article VII of the Interim Business Agreement) from any amounts owed by Seller Parent to Purchaser (excluding any such amounts to the extent owed by Seller Parent under Article V of this Agreement, Article V of the Reverse Transition Services Agreement, Section 8 of the Net Economic Benefit Agreement, or Article VII of the Interim Business Agreement) under this Agreement, the Reverse Transition Services Agreement, the Interim Business Agreement or the Net Economic Benefit Agreement.

Section 5.5 Sole Remedy/Waiver. Except with respect to (i) claims arising from actual fraud and (ii) claims seeking specific performance or other equitable relief, the Parties acknowledge and agree that the remedies provided for in this Article V shall be the Parties' sole and exclusive remedy with respect to the subject matter of this Agreement.

Section 5.6 Other Indemnities. For clarity, this Article V is in addition to, and not in limitation of, any indemnification provisions (including indemnification provisions with respect to this Agreement) set forth in the Purchase Agreement and any other Ancillary Agreement.

Section 5.7 Limitation on Liability.

(a) Notwithstanding anything to the contrary herein but subject to Section 5.1(b), the Purchase Agreement or any other Ancillary Agreement, Seller Parent's maximum liability to, and the sole

(b) remedy of, Purchaser for Seller Parent's Service Noncompliance shall be the greater of (i) a refund of the fees paid for the particular Service, (ii) in the event Purchaser performs the applicable Service for itself, Purchaser's incremental cost of performing such Service itself or (iii) in the event Purchaser obtains the applicable Service from a third party, Purchaser's incremental cost of obtaining such Service from such third party; provided that, in each case (other than resulting from events for which Seller Parent is obligated to indemnify a Purchaser Indemnified Party under Section 5.1(b)), Purchaser shall exercise its reasonable best efforts under the circumstances to minimize the cost of any such alternatives to the Services by selecting the most cost-effective alternatives which provide the functional equivalent of the Services being replaced. For clarity, in no event shall any Service Noncompliance, or allegations thereof, relieve Purchaser of any of its payment obligations hereunder; provided that, the foregoing shall not constitute a waiver of Purchaser's rights to initiate a good faith dispute with respect to the same subject to and in accordance with the terms hereof. Notwithstanding anything to the contrary herein, in no event shall Seller Parent's total aggregate liability to Purchaser for Seller Parent's indemnity obligations under Section 5.1(b) exceed, on a cumulative basis, Twenty Million Dollars ($20,000,000). For clarity, and notwithstanding any other provision of this Agreement, the Net Economic Benefit Agreement or any Interim Business Agreement, the maximum total aggregate liability of Seller Parent and its Affiliates to a Purchaser Indemnified Party under this Agreement, the Net Economic Benefit Agreement and all Interim Business Agreements, on a cumulative basis, shall not exceed Twenty Million Dollars ($20,000,000).

(c) EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS PROVIDED IN AND SUBJECT TO THE PURCHASE AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT, SELLER PARENT MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES, AND NO REPRESENTATION OR WARRANTY SHALL BE IMPLIED UNDER THIS AGREEMENT OR AT LAW, WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VI

CONFIDENTIALITY

Section 6.1 Confidentiality.

(a) Each Party recognizes that in the performance of this Agreement, or as a result of the Parties' ongoing relationship, non-public, confidential and/or proprietary information ("Confidential Information") belonging to the other Party regarding the Services may be disclosed or become known to the Party or its Affiliates, officers, directors, controlling persons, partners, employees, lenders, agents, third party service providers, subcontractors, consultants, advisors or representatives (collectively, "Representatives").

Unless otherwise expressed in writing to the other Party, information, including that expressed orally, that is exchanged between the Parties in connection with the performance of this Agreement shall be considered to be Confidential Information. This obligation shall not apply to:

(i) information in the public domain (other than as a result of a disclosure by such Party or its Affiliates or Representatives);

(ii) information that, after disclosure, is published or otherwise becomes part of the public domain through no breach of this Agreement by the Party to whom the information was disclosed;

(iii) information that is received by a Party in good faith from a source other than the other Party, which source, to such Party's knowledge after reasonable inquiry, has no contractual or other obligation of confidentiality to such other Party; and

(iv) information independently developed by the Party to whom such information was disclosed, without reference to, use of or reliance upon the information of the disclosing Party, as demonstrated by competent written evidence.

(b) During the Term and for a period of seven (7) years after the Term has expired or the earlier termination of this Agreement in its entirety, Seller Parent and Purchaser shall hold and shall cause their respective Affiliates (including the Conveyed Subsidiaries and their Subsidiaries) to hold, and shall each use their reasonable best efforts to cause their respective Representatives to hold, in strict confidence and not to disclose or release without the prior written consent of the other Party, or use for any purpose except those expressly permitted by this Agreement, any and all of the other Party's Confidential Information; provided that the Parties may disclose, or may permit disclosure of, the other Party's Confidential Information (i) to their respective Representatives who have a need to know such information and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, Seller Parent or Purchaser, as the case may be, will be responsible, (ii) if the Parties, their Affiliates or their respective Representatives are requested or compelled to disclose, in the opinion of counsel (which may be inside counsel), any such Confidential Information by judicial or administrative process or by other requirements of Law or any securities exchange, market or automated quotation system to which such Person is subject or (iii) in connection with any proceeding to enforce such Party's rights under this Agreement or any Ancillary Agreement. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to clause (ii) above, Seller Parent or Purchaser, as the case may be, shall (x) to the extent legally permissible and reasonably practicable, promptly notify the other Party of the existence of such request or demand and the disclosure that is expected to be made in respect thereto in each case with sufficient specificity so that the other Party may, at its expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6.1 and (y) if requested by the other Party (at such other Party's sole cost and expense), assist the other Party in seeking a protective order or other appropriate remedy in respect to

such request or demand. If such a protective order or other remedy or the receipt of a waiver by the other Party is not obtained and such disclosing Party or any of its Affiliates or Representatives is, nonetheless required by such judicial or administrative process, Law or securities exchange, market or automated quotation system to disclose any Confidential Information, such disclosing Party (or such Affiliate or Representative) may, after compliance with the immediately preceding sentence of this Section 6.1, disclose only that portion of the Confidential Information which is required to be disclosed, provided that such disclosing Party and, if appropriate, such Affiliate or Representative, exercise its and their reasonable best efforts to preserve the confidentiality of such Confidential Information, including by obtaining reasonable assurances that confidential treatment shall be accorded any Confidential Information so disclosed. Notwithstanding any disclosure of Confidential Information pursuant to clause (ii) above, such disclosing Party and its Affiliates and Representatives shall continue to be bound by its obligations of confidentiality (including with respect to any Confidential Information disclosed pursuant to clause (ii) above), non-disclosure, restrictions on use and other obligations under this Section 6.1.

(c) Notwithstanding anything to the contrary set forth herein, Seller Parent and its Affiliates, on the one hand, and Purchaser and its Affiliates, on the other hand, shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise the same degree of care (but no less than a reasonable degree of care) as they take to preserve confidentiality for their own similar information, materials or other documents.

(d) Upon expiration of the Term or termination of this Agreement for any reason whatsoever, except for such retention and use as expressly provided for in the Purchase Agreement or any other Ancillary Agreement, each Party shall not disclose and shall make no further use of the other Party's Confidential Information and upon written request shall immediately destroy or with respect to Confidential Information in written or other tangible form (including all copies thereof), return to the other Party, all such Confidential Information; provided that (i) each Party shall be entitled to retain one record copy in its legal department solely to determine the extent of its continuing obligations, and (ii) neither Party nor its Representatives shall be required to expunge Confidential Information from computer archiving conducted as part of established record retention policies (provided that the foregoing shall not be deemed to permit the accessing, retrieval or use thereof).

ARTICLE VII

TERM; TERMINATION

Section 7.1 Term. The Parties agree that, except as otherwise provided in this Agreement or as expressly set forth in the Distribution Services Addendum, (i) each Service covered by this Agreement shall commence on the Effective Date and terminate on expiration of the service period therefor set forth in the Services Letter (each, a "Service Period") and (ii) the term of this Agreement shall begin on the Effective Date and continue until the last-to-expire of the Service Periods, as may be extended (the "Term"); provided that, unless otherwise agreed by the Parties in writing and subject to Section 7.1(c), no Service Period nor the Term shall exceed a period of eighteen (18) months from the Effective Date.

(a) Notwithstanding the foregoing, if Purchaser elects to extend the term of any Service Period for up to two (2) additional three (3) month periods after the expiration of the then-current Service Period (each, an "Extended Period"), it shall provide written notice of such election to Seller Parent no later than sixty (60) days prior to the expiration of such Service Period (or thirty (30) days prior to the expiration of an initial Extended Period) and the Service Period (or, as applicable, the initial Extended Period) for the

applicable Service shall automatically be extended through the expiration of the applicable Extended Period and the Services Letter, shall be deemed to have been updated to reflect the Extended Period.

(b) The Cap shall be applied to the Service Fees for Enabling Function Services rendered during the initial Extended Period on a proportionate basis (i.e. Fifteen Million Six Hundred Twenty-Five Thousand Dollars ($15,625,000) for such Extended Period), and the applicable Service Fee for any Service during the second Extended Period shall increase by an additional ten percent (10%). For clarity, the Cap shall not apply with respect to Services rendered in the second Extended Period. Any extension of a Service beyond the second Extended Period that may be requested by Purchaser shall be subject to Seller Parent's prior written consent.

(c) Notwithstanding the foregoing, in the event that any Service is affected by the need to extend the term of BT Services, the Service Period for such Service hereunder shall (i) remain in effect hereunder for twenty-four (24) months from the Effective Date, and (ii) be subject to the Cap during such twenty-four (24) month period.

Section 7.2 Termination.

(a) At any time after the Closing, Purchaser may terminate, in whole only, the provision of any Service by notifying Seller Parent in writing at least thirty (30) days (or any other period that may be set forth in the Services Letter with respect to a given Service) in advance of such termination; provided that no such notice may be given until the sixtieth (60th) day following the Closing Date. Partial reduction in the provision of any specific Service (including a portion thereof) may only be made with the prior written consent of Seller Parent, which consent shall not be unreasonably withheld, delayed or conditioned. In the event that, in accordance with the foregoing, (i) Purchaser terminates any Service in whole, or (ii) Seller Parent consents to such a partial reduction, (A) Purchaser's obligation to pay Seller Parent shall either (x) cease for such terminated Service or (y) be reduced commensurate with the reduction (if any) in costs for Seller Parent to provide such reduced Service (or a portion thereof), respectively, and (B) if such terminated or reduced Service is an Enabling Function Service, the Cap shall be reduced proportionate to such termination or reduction, as applicable.

(b) Either Party (the "Non-Breaching Party") may terminate this Agreement at any time upon prior written notice to the other Party (the "Breaching Party") if the Breaching Party has failed (other than pursuant to Section 9.15) to perform any of its material obligations under this Agreement, and such failure shall have continued without cure for a period of forty-five (45) days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate the Agreement; provided that non-payment by Purchaser for a Service provided by Seller Parent in accordance with this Agreement to the extent disputed in good faith by Purchaser shall not be deemed a breach for purposes of this Section 7.2(b). For the avoidance of doubt, Purchaser's breach of its obligations under Section 2.9 shall be deemed to be a material breach under this Agreement.

Section 7.3 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4.1, 7.2 and 7.3, Articles I, V, VI, and IX, any payment of obligations accruing hereunder prior to the expiration or termination of this Agreement, any other provision which is expressly or by implication intended to continue in force after such termination or expiration and any other provision that is necessary to interpret the respective rights and obligations of the Parties hereunder.

ARTICLE VIII

STEERING COMMITTEE; DISPUTE RESOLUTION

Section 8.1 TSA Steering Committee.

(a) Promptly following the Effective Date the Parties shall establish a steering committee (the "TSA Steering Committee"), with the primary objectives of (i) providing general oversight over the provision of the Services under this Agreement and the standards to which such Services are provided; (ii) assuming overall responsibility for the handling of the effective transition of the Services to Purchaser; (iii) resolving any issues with the performance of the Services promptly after they arise; (iv) providing general oversight and review of the nature and amount of the Services and cooperation with respect to identifying any additional Services that may be required by Purchaser and any Services that are no longer required by Purchaser; and (v) undertaking such other tasks in relation to the Services as the Parties may from time to time agree.

(b) The TSA Steering Committee shall consist of a lead individual from each Party who shall represent each Party's interests in relation to the Services (each, the "Seller Parent SteerCo Lead" and the "Purchaser SteerCo Lead" respectively, and together, the "SteerCo Leads") and select Transition Representatives. As of the Effective Date, the Seller Parent SteerCo Lead and Purchaser SteerCo Lead are as follows:

Seller Parent SteerCo Lead	Purchaser SteerCo Lead
Paul DeBartolo (VP, Finance)	Christian Voigtlander, VP, Corporate Development

(c) The SteerCo Leads shall coordinate meetings of the TSA Steering Committee from time to time. The TSA Steering Committee shall meet on a monthly basis in such location as is reasonably convenient to each Party (including, for the avoidance of doubt, via audio or video conference) or otherwise as agreed between the Seller Parent SteerCo Lead and Purchaser SteerCo Lead. The first TSA Steering Committee meeting shall occur within two (2) weeks after the Effective Date and shall include a full review of the Services and the requirements of the Parties. The SteerCo Leads will escalate any proposed changes to the Services, the Service Fee or applicable Service period to the TSA Steering Committee for agreement by the TSA Steering Committee. The TSA Steering Committee shall endeavor to make all decisions by unanimous decision, provided that a decision between the Seller Parent SteerCo Lead and the Purchaser

SteerCo Lead shall constitute a decision of the TSA Steering Committee. Either Party may from time to time and at its sole discretion, replace any one or more of its representatives on the TSA Steering Committee (including the Seller Parent SteerCo Lead, the Purchaser SteerCo Lead and/or the Transition Representatives) with an appropriate individual, by giving notice of replacement to the other Party, provided that the Parties shall use their commercially reasonable efforts to minimize the use of this right so as not to disrupt the work of the TSA Steering Committee.

(d) In the event Purchaser desires to (i) increase the amount or scope of existing Services in accordance with Section 2.3(a), (ii) change the location of Services in accordance with Section 2.3(b), (iii) add Additional Services as permitted in accordance with Section 2.3(c); or (iv) increase the period of existing Services in accordance with Section 7.1 (each, a "Proposed Change"), it shall notify the Seller Parent SteerCo Lead of its request and such Proposed Change shall be discussed at the next convened TSA Steering Committee and further addressed in accordance with the terms of this Agreement.

Section 8.2 Dispute Resolution. Prior to the initiation of legal proceedings, the Parties shall first attempt to resolve any dispute arising out of or in connection with this Agreement or the transactions contemplated hereby informally, as follows:

(a) The Parties shall first attempt in good faith to resolve all disputes on a local level, through their respective Transition Representatives, and shall attempt to initiate such efforts within two (2) Business Days after receipt of notice of any such dispute. If the Transition Representatives are unable to resolve such a dispute within fifteen (15) days, either Party may refer the dispute for resolution to the SteerCo Leads pursuant to the provisions of Section 8.2(b).

(b) Within five (5) Business Days of a notice under Section 8.2(a) referring a dispute for resolution by SteerCo Leads, the Transition Representatives (or other employees of the Parties) shall each prepare and provide to the SteerCo Leads of each Party summaries of the relevant information and background of the dispute, along with any appropriate supporting documentation. The designated SteerCo Leads will confer as often as they deem reasonably necessary in order to gather and exchange information, discuss the dispute and negotiate in good faith, in an effort to resolve the dispute without the need for any formal proceedings.

(c) If, despite such good faith negotiations, the SteerCo Leads are unable to resolve such dispute within fifteen (15) days, either SteerCo Lead shall have the right to refer such dispute to William Carapezzi (Senior Vice President, Finance & Global Operations) of Seller Parent and Scott Lamb (Chief Financial Officer) of Purchaser. In the event that any disagreement so referred is not resolved by such Persons within thirty (30) days submission of such dispute thereto, the Parties may seek any remedies to which they may be entitled in accordance with the terms of this Agreement, provided that nothing herein shall prevent either Party from initiating proceedings in accordance with this Agreement if such Party would be substantially harmed by a failure to act during the time that such good faith efforts are being made to resolve the disagreement through negotiation or if the consummation of the transactions contemplated hereby would reasonably be expected to be delayed. In the event that any proceeding is commenced under this Section 8.2(c), the Parties agree to continue to attempt to work in good faith to resolve any disagreement according to the terms of this Section 8.2 during the course of such proceeding.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) when served by personal delivery upon the Party for whom it is intended, (b) one (1) Business Day following the day sent by overnight courier, return receipt requested, (c) when sent by facsimile, provided that the facsimile is promptly confirmed by telephone confirmation thereof, or (d) when sent by e-mail, provided, that a copy of the same notice or other communication sent by email is also sent by overnight courier, return receipt requested, on the same day as such email is sent, in each case to the Person at the address, facsimile number or e-mail address set forth below, or such other address, facsimile number or e-mail address as may be designated in writing hereafter, in the same manner, by such Person:

To Seller Parent:

Pfizer Inc.
235 E. 42nd Street
New York, NY 10017
Email:
Attention: Executive Vice President and General Counsel

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Email: paul.schnell@skadden.com; kenneth.wolff@skadden.com
Attention: Paul T. Schnell; Kenneth M. Wolff

To Purchaser:

ICU Medical, Inc.
951 Calle Amanecer
San Clemente, CA 92673
Attention: General Counsel
E-mail: vsanzone@icumed.com

with a copy to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Attention: Charles Ruck; Thomas Christopher; Daniel Rees
E-mail: Charles.Ruck@lw.com; Thomas.Christopher@lw.com; Daniel.Rees@lw.com

Section 9.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Purchaser and Seller Parent, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.3 Assignment. Purchaser may not assign this Agreement or any rights, benefits, or obligations under or relating to this Agreement, without Seller Parent's prior written consent (which shall not be unreasonably withheld, delayed or conditioned); provided that Purchaser may assign its rights and obligations under this Agreement, in whole or in part, (a) without Seller Parent's prior consent, (i) to one or more of its Affiliates or (ii) to any Third Party which acquires or succeeds to all or substantially all of the assets of the business of Purchaser and its Affiliates to which this Agreement relates or (b) pursuant to Section 10.3(b) of the Purchase Agreement. For purposes of this Agreement, a change of control of Purchaser shall be deemed an assignment of this Agreement. Notwithstanding anything to the contrary herein, in the event that Purchaser assigns this Agreement to the extent permitted under clause (b) above, the Cap shall not apply as of and following completion of such assignment; provided, that all applicable Service Fees shall continue to apply. For clarity, Seller Parent shall have the right to assign this Agreement or any rights, benefits, or obligations under or relating to this Agreement, in each case whether by operation of law or otherwise, without Purchaser's prior written consent. In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be void ab initio and of no force or effect.

Section 9.4 No Solicitation. For a period of two (2) years after the Closing Date, Purchaser shall not, and it shall cause its Affiliates not to, directly or indirectly, induce or attempt to induce any employee of Seller Parent or any of its Affiliates who has or will perform any obligations of Seller Parent pursuant to this Agreement to leave the employ of Seller Parent or any of its Affiliates for employment with Purchaser or its Affiliates, or violate the terms of their contracts, or any employment arrangements, with Seller Parent or any of its Affiliates; provided that nothing in this Section 9.4 shall restrict or preclude the rights of Purchaser and its Affiliates from (a) soliciting or hiring any employee who responds to a general solicitation or advertisement that is not specifically targeted or directed at any such employee (and nothing shall prohibit such generalized searches for employees through various means, including but not limited to, the use of advertisements in the media (including trade media) or the engagement of search firms to engage in such searches, or posting searches on the internet),(b) soliciting or hiring any employee whose employment has been terminated by Seller Parent or any of its Affiliates (including through a constructive termination, if applicable) or (c) soliciting or hiring any employee described on Exhibit E if such employee, in Seller Parent's sole discretion, is no longer engaged in providing, and will not foreseeably be providing, any Services under this Agreement.

Section 9.5 Entire Agreement. This Agreement (including the Services Letter, all Exhibits, Annexes and Addendums) contains the entire agreement between the Parties with respect to the subject matter

hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for any written agreement of the Parties that expressly provides that it is not superseded by this Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of this Agreement shall govern and control unless explicitly provided for otherwise in this Agreement. For clarity, all Services that are the subject of an Interim Business Agreement shall be provided under and shall be subject to the terms and conditions of this Agreement, except to the extent expressly set forth in such Interim Business Agreement.

Section 9.6 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

Section 9.7 Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Except with respect to the Indemnified Parties solely with respect to Article V or as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any Person other than Purchaser, Seller Parent, or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 9.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such expenses.

Section 9.9 Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

(b) With respect to any suit, action or proceeding relating to this Agreement (each, a "Proceeding"), each Party irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN Section 9.1, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(c) THE PARTIES AGREE THAT THEY HEREBY IRREVOCABLY WAIVE AND AGREE TO CAUSE THEIR RESPECTIVE SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT.

Section 9.10 Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.

Section 9.11 Headings. The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

Section 9.12 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.13 Rules of Construction. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the negotiation and drafting of this Agreement and, therefore, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

Section 9.14 Affiliate Status. To the extent that a Party is required hereunder to take certain action with respect to entities designated in this Agreement as such Party's Affiliates, such obligation shall apply to such entities only during such period of time that such entities are Affiliates of such Party. To the extent this Agreement requires an Affiliate of any Party to take or omit to take any action, such agreement and obligation includes the obligation of such Party to cause such Affiliate to take or omit to take such actions.

Section 9.15 Force Majeure. Seller Parent shall not be liable for any failure to perform or any delays in performance, and Seller Parent shall not be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its fault or negligence, including, such causes as acts of God,

natural disasters, fire, flood, severe storm, earthquake, civil disturbance, strike, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes. For clarity, in the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

PFIZER INC.

By:	/s/Douglas E. Giordano
Name:	Douglas E. Giordano
Title:	Senior Vice President, Worldwide Business Development

ICU MEDICAL, INC.

By:	/s/Scott Lamb
Name:	Scott Lamb
Title:	Chief Financial Officer and Treasurer

Exhibit A

Quality and Regulatory Oversight Services

From and after the Effective Date, Purchaser shall be responsible for the quality and regulatory oversight of Hospira Infusion System Products. In all markets other than Deferred Jurisdictions in which Seller Parent continues to hold the applicable Product Registrations, Purchaser shall be responsible for quality and regulatory activities, including, but not limited to, initial, follow-up and final field alerts, recall decisions, field actions, notification/filing to a regulatory agency of changes to any regulatory submission, adverse event reporting and correspondence with regulatory agencies, in accordance with the following guidelines:

a. Seller Parent shall notify Purchaser in writing within one (1) day of becoming aware of any Product defects (including those related to split lots) that could result in a Product recall or abnormal restriction on the supply of Product.
b. Purchaser will have the sole responsibility for determining the need for recall of a Product. There shall be approved procedures for issuing field alerts, Biological Product Deviation Reports (as applicable), Product Defect Reports and recalls that address the decision making process, correspondence with regulatory agencies, management of recalls, and reconciliation of returned Product.
c. Purchaser shall facilitate the process for determining the need to issue field alerts, Biological Product Deviation Reports, Product Defect Reports or recalls.
d. Seller Parent shall provide assistance as necessary to provide data as requested by Purchaser to support any Product investigation.
e. Purchaser shall issue correspondence to regulatory agencies.
f. Purchaser shall manage recall and reconciliation of returned Product.

For Deferred Jurisdictions in which Seller Parent continues to hold the applicable Product Registration, Seller Parent shall implement the quality and regulatory decisions made by Purchaser, subject to applicable Laws and in a manner consistent with prior practice during the twelve (12) month period immediately prior to the Effective Date.

Exhibit B

Excluded Services

(a) Legal and Compliance (except to the extent that any Compliance activities form part of the Services set forth in the Services Letter as of the Effective Date)

(b) All services provided pursuant to that certain Manufacturing and Supply Agreement (Purchaser as Supplier), dated as of even date herewith, by and between ICU Medical, Inc. and Pfizer Inc.

(c) All services provided pursuant to that certain Manufacturing and Supply Agreement (Seller Parent as Supplier), dated as of even date herewith, by and between Pfizer Inc. and ICU Medical, Inc.

(d) Preparation of external consolidated financial statements and reporting

(e) Planning, budgeting and forecasting and management reporting (except as set forth in the Services Letter as of the Effective Date)

(f) Statutory reporting for non-Pfizer entities

(g) Treasury services with respect to cash management and hedging strategy/foreign exchange strategy services

(h) Access to Seller Parent intranet, unless access to a specific site or functionality is otherwise listed in the Services Letter as of the Effective Date

(i) Travel and expense processes for employees to be conveyed on the Closing Date

The foregoing Excluded Services shall not alter or diminish any obligation of Seller Parent or its Affiliates to provide Purchaser with factual information concerning the above matters to which Purchaser is expressly entitled under the Purchase Agreement or any Ancillary Agreement.

Exhibit C

Form of Interim Business Agreement

INSTRUCTIONS FOR USE

1. Attached is a form Interim Business Agreement ("**IBA**" or this "**Agreement**") providing for certain local undisclosed agency[1] and transitional import services in connection with the sale of the Hospira Infusion Systems Business (the "**HIS Business**") from a legacy Hospira legal entity ("**Transferor**") to an ICU Medical, Inc. entity ("**Transferee**" or "**Principal**").

2. The IBA is intended to serve the following purposes, to the extent needed in your market:

    - **Undisclosed Agency Relationship**: In many countries, Transferee will require some or all of the services contemplated by the undisclosed agency operating model. The list of undisclosed agency services appears in ARTICLE II of this form Agreement and may be revised as appropriate based upon the local operating model for your country and Transferee's local operational capabilities. Transferor will provide the undisclosed agency services during a transition period to Transferee pursuant to the IBA until such time as the undisclosed agency services are either individually or in the aggregate terminated in accordance with ARTICLE VIII of this form Agreement.

    - **Importation Services**: Depending on the applicable legal and regulatory requirements in your market, and/or the supply chain contemplated by the local operating model, it is expected that Transferor (and/or the holders of applicable HIS product registrations) will provide importation services to Transferee and/or be designated as the "importer of record" in some markets.

    - **Independent Contractor Services**: If, in your jurisdiction, it will not be possible to transfer any or all public tender contracts, either due to contractual, regulatory or operational constraints, it is expected that the Transferor will continue to operate those public tender contracts in its own name as Principal's contractor, but subject to the provisions of the Purchase Agreement. If you do not think this is necessary, please comment.

    - **Any Other Required Designations**: Your team should also consider whether it may be necessary, based upon local legal and regulatory requirements, for Transferee to designate Transferor to act on its behalf in any other capacity (i.e., in addition to acting as its agent for the services described in Section 2.2 of the IBA and/or as importer-of-record under Section 2.3 of the Form IBA) in order to implement the local operating model. Please reflect any other required designations in Article III and provide an explanation of the requirement in your mark-up.

[1] **NOTE TO DRAFT:** To be modified by local counsel as appropriate for agency model to be adopted in Australia, New Zealand and Canada

3. This form Agreement should be used as a template and should only be modified to the extent necessary to (i) reflect locally applicable services, (i.e., by deleting any services listed in Article III that are not applicable to your market), and (ii) satisfy local legal, regulatory or tax requirements. In adopting this approach, our goal is to achieve a high level of conformity across all jurisdictions. Please observe the guidance set out in the drafting notes in the footnotes to this form Agreement. Please also review the form Agreement from a labor law perspective and make any changes necessary to ensure that no employment relationship would be created by the IBA. Any changes from the form should be marked in a blackline with a rationale for such changes provided in notes to the draft.

4. The customized agreement should be submitted to the Clifford Chance Country Coordinator for your country (who will coordinate review and comment from counsel to ICU Medical, Inc.) before it is finalized and executed.

5. Any questions regarding this form agreement should be directed to the Clifford Chance Country Coordinator for your country.

This INTERIM BUSINESS AGREEMENT (this "Agreement"), dated as of [*Date*], [*Year*], is by and between [*Transferor*], a [*limited liability company/corporation/partnership*] organized under the laws of [*State/Country*] ("Agent"), [[*Holder of product registrations*], a [*limited liability company/corporation/partnership*] organized under the laws of [*State/Country*] ("Importer"),][2] and [*Transferee*], a [*limited liability company/corporation/partnership*] organized under the laws of [*State/Country*] ("Principal"). All capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Business Transfer Agreement, the Purchase Agreement or the TSA, as applicable (each as defined below).

WHEREAS, Agent and Principal have entered into that certain Business Transfer Agreement, dated as of the date hereof (as the same may be amended or supplemented from time to time in accordance with the terms thereof, the "**Business Transfer Agreement**") pursuant to which Agent has transferred all of its right, title and interest with respect to the Business to Principal;

WHEREAS, Pfizer Inc. ("Agent Parent") and ICU Medical, Inc ("Principal Parent"), have entered into that certain Stock and Asset Purchase Agreement, dated as of October 6, 2016, as amended and restated by that certain Amended and Restated Stock and Asset Purchase Agreement dated as of January 5, 2017 (as the same may be amended or supplemented from time to time in accordance with the terms thereof, the "**Purchase Agreement**");

WHEREAS, Agent Parent and Principal Parent have entered into that certain Transitional Services Agreement dated as of the date hereof (as the same may be amended or supplemented from time to time in accordance with the terms thereof, the "**TSA**") pursuant to which Agent Parent has agreed to provide transitional services on behalf of Principal Parent in certain jurisdictions (including the Territory, as defined below);

WHEREAS, the Business as conducted by Agent constitutes an active and ongoing business which is being acquired by Principal through the Business Transfer Agreement;

WHEREAS, Principal intends to appoint Agent as agent to provide certain agency services on its behalf in respect of the products listed in Exhibit A (the "**Products**") and the Business in [*Jurisdiction*] (hereinafter referred to as the "Territory");

WHEREAS, Principal intends to appoint [Importer and/or] Agent as agent[s] to provide certain importation services in respect of the Products and the Business in the Territory[, including acting as "importer-of-record" with respect to the Products covered by the licenses, permits, certificates and other authorizations and approvals required for Principal to market products related to the Business listed in Exhibit B (the "**Product Registrations**") that are held by and registered in the name[s] of [Importer and][Agent]][3] ;

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[2] **NOTE TO DRAFT:** To be added for countries in which other Agent-affiliated holders of products registrations are expected to perform importation services, including acting as importer-of-record.

[3] **NOTE TO DRAFT:** To be added for countries in which the Agent or any other holders of HIS product registrations (referred to in this Agreement as the "Importer") will be designated as importer-of-record while some or all of the product registrations are pending transfer to or registration in the name of Transferee. If this is the case, please provide a list of the applicable product registrations.;

WHEREAS, if required by Law or Principal considers it necessary or desirable for the ongoing operation of part or all of the Business in the Territory, Principal intends to appoint Agent as independent contractor to provide certain services on its behalf in respect of certain non-transferring contracts in the Business in the Territory as listed in Exhibit C (the "**Non-Transferring Contracts"**);[4] and

WHEREAS, notwithstanding the appointment of [Importer and] Agent as agent[s], the parties intend that all of the economic interest in respect of the Business remain with Principal to the greatest extent possible consistent with applicable Law [(and the terms of any Product Registrations)][3] such that [Importer,] Agent and Principal are placed in an economic position consistent with the transfer of the Business to Principal pursuant to the Business Transfer Agreement[, including with respect to the Product Registrations until such time as the Product Registrations are transferred to and registered in the name of Principal][3].

NOW, THEREFORE, in consideration of the transactions contemplated by the Business Transfer Agreement, the Purchase Agreement and the TSA and the covenants, promises and representations set forth herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE

This Agreement shall become effective as of [Date], [Year] (the "**Effective Date**").[5] **NOTE TO DRAFT:** The Effective Date is the Closing Date for each country.

ARTICLE II

AGENCY SERVICES

Section 2.1 Appointment. Principal hereby appoints Agent, and Agent agrees to act, as its agent in the Territory to provide the Agency Services (as defined in Section 2.2 of this Agreement) in respect of the Business and Principal hereby authorizes Agent to carry out the Agency Services on its behalf and for its account in accordance with the terms of this Agreement. Agent shall perform the Agency Services in respect of the Business in accordance with and subject to Principal's general policies and instructions (and to the extent consistent in all material respects with the services performed in respect of the Business during the twelve (12) month period immediately prior to the Effective Date).

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[4] **NOTE TO DRAFT:** This model will be used if there are non-transferring public tender contracts. Delete if not applicable.

[5] **NOTE TO DRAFT:** The Effective Date is the Closing Date for each country.

Section 2.2 Agency Services. In furtherance of the appointment and grant of rights described in Section 2.1 and without limitation thereof, Agent shall have the authority to provide the following services ("**Agency Services**") as agent on behalf of Principal [provided that Products to which such Agency Services relate are validly CE-marked][6]:

(a) promote, sell and distribute the Products;

(b) order Inventories from suppliers;

(c) invoice customers, process rebate claims and collect cash from customers;

(d) pay for non-Product supplies purchased on behalf of Principal;

(e) negotiate and contract with any parties (whether or not resident within the Territory) in connection with the provision of the foregoing services;

(f) provide any other services in connection with the foregoing to the extent required in order to establish agency under this Agreement; and

(g) engage in any other act which is related or incidental to the Products and/or the Business or which Agent may deem reasonably necessary in connection with the provision of the services described in this Section 2.2.

Section 2.3 [Undisclosed and Disclosed Agency.[7] Agent may provide the Agency Services in its own name without disclosing Principal as principal. For avoidance of doubt, this provision does not restrict:

(a) Principal from disclosing to any person that it is the principal of Agent; or

(b) Agent from making this disclosure to any person in its absolute discretion.][8]

ARTICLE III

IMPORTATION SERVICES

Section 3.1 Appointment. Principal hereby appoints [Importer and] Agent as its agent[s] in the Territory for the importation of Products. [In addition, to the extent required or appropriate under the terms of the Product Registrations and/or applicable laws and regulations in the Territory, [Importer][Agent] shall serve as the importer-of-record in the Territory and the parties shall cause [Importer][Agent] to be shown as such on any applicable customs declarations] ([together with the immediately preceding sentence,] the

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[6]**NOTE TO DRAFT:** To be added for EU countries.

[7]**NOTE TO DRAFT:** To be modified by local counsel as appropriate for agency model to be adopted in Australia, New Zealand and Canada.

[8]**NOTE TO DRAFT:** Local counsel to consider if appropriate or if any regulatory or other risk arises as a result of disclosure.

"**Importation Services**" and together with the Agency Services, the "**Services**").

Section 3.2 Import Fees and Expenses. In connection with the Importation Services as contemplated by this ARTICLE III, Principal shall be responsible for all import fees, customs duties and other costs (including any cost incurred in purchasing the Products) ("**Import Fees and Expenses**"). Payment of all Import Fees and Expenses shall be satisfied by the payments made pursuant to the TSA and no additional payment shall be made in respect of the Import Fees and Expenses pursuant to this Agreement.

[ARTICLE IV[9]

INDEPENDENT CONTRACTOR SERVICES[10]

Section 4.1 Appointment. Principal hereby appoints Agent and Agent agrees to act, upon written request of the Principal, as an independent contractor in the Territory, and to the extent required in order to comply with applicable laws and regulations, as its distributor of Products, to provide the Independent Contractor Services (as defined in Section 4.2 of this Agreement), in respect of the Non-Transferring Contracts and Principal hereby authorizes Agent to carry out the Independent Contractor Services on its behalf and for its account in accordance with the terms of this Agreement. Agent shall perform the Independent Contractor Services in respect of the Non-Transferring Contracts in accordance with and subject to Principal's general policies and instructions (and to the extent consistent in all material respects with the services performed in respect of the Business during the twelve (12) month period immediately prior to the Effective Date). Principal shall supply Product to Agent and provide any other assistance or support necessary or reasonably requested by Agent in connection with the Independent Contractor Services.

Section 4.2 Independent Contractor Services. In furtherance of the appointment and grant of rights under Section 4.1, Agent shall, in accordance with Section 2.3(b) of the Purchase Agreement provide the following services (the "**Independent Contractor Services**" and together with the Agency Services and Importation Services, the "**Services**"):

(a) continue to operate the Non-Transferring Contracts and perform the supplier party's obligations and comply with the terms thereunder, in all material respects in the ordinary course of business consistent with practice as at Closing, including, where requested, to enforce the provisions of such Non-Transferring Contracts upon reasonable request of Principal;

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[9] **NOTE TO DRAFT:** This Article IV will be used if there are non-transferring public tender contracts. Delete if not applicable. If this section is to be added, delete prior definition of "Services" and adjust the section references for following sections.

[10] **Note to ICU**: Pfizer is not willing to enter into new public tenders on behalf of ICU (except in delayed close countries during the NEB period, provided that such agreements are freely assignable to ICU or its designee upon local close). ICU should participate in tender processes in its own name (and with support from Pfizer on order-to-cash processes during the TSA period, just as in any other customer relationship). The Independent Contractor Services are limited to contracts in existence at closing.

(b) negotiate and contract with any parties (whether or not resident in the Territory) in connection with the provision of the foregoing services; and

(c) engage in any other act which is either (i) necessary for the continued fulfilment of the Non-Transferring Contracts or (ii) reasonably requested by Principal in connection with the provision of the services described in this Section 4.2 or (iii) which the Agent may deem reasonably necessary in connection with the provision of the services described in this Section 4.2, including without limitation, the provision to the Principal of such information and documents as Principal may reasonably request in connection with the performance of the Non-Transferring Contracts and the provision of the foregoing services.]

ARTICLE IV

PAYMENT[11]

Section 4.1 Payment for Services. Payment for Services shall be satisfied by the payments made pursuant to the TSA. For clarity, other than amounts paid pursuant to the TSA, no additional payment or compensation shall be made in respect of the provision of Services pursuant to this Agreement.

Section 4.2 [VAT/GST clauses to be added, as applicable]

ARTICLE V

TITLE; RISK OF LOSS; STANDARD OF CARE; COMPLIANCE WITH LAWS

Section 5.1 Title.[12] The parties expressly agree that [Importer and] Agent shall obtain title to Products solely for purposes of obtaining import clearance for such Products, and that title to such Products shall pass to Principal immediately following the obtaining of such import clearance, notwithstanding any physical delivery of Products to Agent's premises or any other location(s) designated by [Importer and] Agent. [Delivery to Agent shall be C.I.P. _____ (Incoterms 2010) [*if applicable, specify any shipping and delivery terms relevant to Territory*].][13]

Section 5.2 Risk of Loss; Storage, Transportation and Handling. [•][14].

Section 5.3 Standard of Care. [Importer and] Agent shall provide the Services with reasonable skill and care. Notwithstanding the foregoing, the provision of the Services shall be consistent in all material

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[11] **NOTE TO DRAFT**: Interaction between the IBA and the TSA is undergoing review by Pfizer/Skadden. Additional changes to the form of IBA may be needed based on such review.

[12] **NOTE TO DRAFT:** Only to be added if Importer and/or Agent are expected to take title in connection with performing Importation Services.

[13] **NOTE TO DRAFT:** Local team to confirm/revise.

[14] **NOTE TO DRAFT:** To be added based on global agreement between parties in TSA/LSA Addendum. Your Clifford Chance Country Coordinator will advise.

respects with the level of skill, care and service as is provided to the Business during the twelve (12) month period immediately prior to the Effective Date.

Section 5.4 Compliance. The compliance obligations set forth in the provisions of Section 2.9 of the TSA shall apply to each of the parties hereto as if such provisions were part of this Agreement, with the Services (as defined herein) provided hereunder being treated as Services for purposes of such provisions.

ARTICLE VI

INTELLECTUAL PROPERTY

Section 6.1 Ownership of Intellectual Property and Data.

(a) Agent or one of its Affiliates shall be the sole and exclusive owner of all Intellectual Property that it or they create under this Agreement, including any modifications to its systems and software and any Intellectual Property created in performance of its obligations hereunder. Notwithstanding anything to contrary in this Section 6.1, all data collected or created under this Agreement and on behalf of Principal shall be owned by Principal, except that Agent or one of its Affiliates shall own all data collected or created that relates to the operation of the Retained Business. For the avoidance of doubt, the foregoing shall not apply to any Intellectual Property that is transferred to Principal or its Affiliates under the terms of the Purchase Agreement.

(b) To the extent that any right, title or interest in or to any Intellectual Property vests in either Party or its Affiliates in contravention of Section 6.1(a), such Party (the "Assigning Party") hereby assigns, and shall cause its Affiliates to assign, perpetually and irrevocably, to the other Party (the "Assignee Party") such right, title, and interest in, to, and under such Intellectual Property free and clear of all Liens and other encumbrances without the need for further action. The Assigning Party shall, and shall cause its Affiliates to, execute any and all assignments and other documents necessary to perfect, register or record the Assignee Party's right, title, and interest in, to, and under such Intellectual Property.

(c) Except as set forth in this ARTICLE VI, Agent, on the one hand, and Principal, on the other hand, retains all right, title and interest in and to their respective Intellectual Property, and no other license or other right, express or implied, is granted to either party or its Affiliates with respect to the other party's or its Affiliates' Intellectual Property under this Agreement.

Section 6.2 Enabling License Grant.

(a) Principal hereby grants, and shall cause its Affiliates to grant, to Agent [and Importer] a non-exclusive, non-sublicensable, non-transferable, royalty-free and fully paid-up (subject to the terms hereof), limited license to use during the term of this Agreement any Intellectual Property owned or controlled by Principal or any of its Affiliates that is required by Agent [and Importer] and its Affiliates to perform its obligations under this Agreement, solely to the extent required to perform such obligations. In connection with any use of Trademarks under the foregoing license, Agent [and Importer] shall exercise proper quality control standards in order to protect the validity and enforceability of such Trademarks, and any such use shall inure to the benefit of Principal or a Principal Affiliate who is the Trademark owner.

(b) Agent hereby grants, and shall cause its Affiliates to grant, to Principal a non-exclusive, non-sublicensable, non-transferable, royalty-free and fully paid-up (subject to the terms hereof), limited license to use during the term of this Agreement any Intellectual Property owned or controlled by Agent or any of its Affiliates to perform its obligations under this Agreement, solely to the extent required to perform such obligations. In connection with any Trademarks under the foregoing license, Principal shall exercise proper quality control standards in order to protect the validity and enforceability of such Trademarks, and any such use shall inure to the benefit of Agent or Agent Affiliate who is the Trademark owner.

ARTICLE VII

INDEMNIFICATION AND LIMITATIONS[15]

Section 7.1 Indemnification.

(a) Subject to the provisions of this Article VII, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in the Purchase Agreement or any other Ancillary Agreement, Principal agrees to defend, indemnify, and hold harmless Agent and its Affiliates and, if applicable, their respective third party service providers, subcontractors and consultants, and its and their respective directors, officers, agents, employees, successors and assigns (each, an "**Agent Indemnified Party"**) from and against all Losses (as defined in the TSA) that such Agent Indemnified Party suffers or incurs, or becomes subject to, that arise from or relate to the provision or use of the Services, including any suits for injuries to or death of any Person or Persons or loss of or damage to the tangible property of any Person or Persons (including the agents and employees of the Agent Indemnified Party), except to the extent arising or resulting from (i) the gross negligence, fraud or willful misconduct by Agent or its Affiliates related to the provision of Services under this Agreement or (ii) any intentional breach by Agent or any of its Affiliates of any of its covenants, agreements or obligations under this Agreement.

(b) Subject to the provisions of this Article VII, and notwithstanding anything to the contrary in, and without limiting the indemnification provisions set forth in the Purchase Agreement or any other Ancillary Agreement, Agent agrees to defend, indemnify, and hold harmless Principal and its Affiliates and, if applicable, their respective third party service providers, subcontractors and consultants, and its and their respective directors, officers, agents, employees, successors and assigns (each, a "**Principal Indemnified Party**") from and against all Losses that such Principal Indemnified Party suffers or incurs, or becomes subject to, to the extent arising or resulting from (i) the gross negligence, fraud or willful misconduct by Agent or any of its Affiliates related to the provision of or failure to provide any Services under this Agreement; or (ii) any intentional breach by Agent or any of its Affiliates of any of its covenants, agreements or obligations under this Agreement.

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[15] **NOTE TO DRAFT:** Further revisions may be necessary based on global agreement between parties in TSA/LSA Addendum. Your Clifford Chance Country Coordinator will advise.

Section 7.2 Indemnification Procedures.

(a) If any Action is instituted by or against a third party with respect to which any Party (the "**Indemnified Party"**) intends to claim any Loss hereunder (a "**Third Party Claim"**), the Indemnified Party shall promptly give written notice thereof to the other Party (the "**Indemnifying Party**") indicating, with reasonable specificity, the nature of such Third Party Claim, the basis therefor, a copy of any documentation received from the third party, an estimate of the Losses relating thereto, and the provisions of this Agreement and/or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the defense of the Action in a timely manner pursuant to this Section 7.2(a) shall not limit the obligation of the Indemnifying Party under this Article VII, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby, (ii) to the extent expenses are incurred during the period in which notice was not provided, and (iii) as provided by Section 7.3. Payments for Losses for Third Party Claims which are otherwise covered by the indemnification obligations herein shall not be required except to the extent that the Indemnified Party has expended out-of-pocket sums.

(b) Upon receipt of a notice for indemnity from an Indemnified Party pursuant to Section 7.2(a) with respect to any Third Party Claim, the Indemnifying Party under this Article VII shall have the right, but not the obligation, to assume the defense of, at its own expense and by its own counsel, any such Third Party Claim; provided that the Indemnifying Party shall not be entitled to assume control of such defense and shall pay the fees and expenses of counsel retained by the Indemnified Party if (i) such Third Party Claim for indemnification relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation; (ii) such Third Party Claim seeks an injunction or equitable relief against the Indemnified Party; (iii) the Indemnified Party has been advised in writing by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party; or (iv) upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim. If the Indemnifying Party shall, in accordance with the immediately preceding sentence, undertake to compromise or defend any such Third Party Claim, it shall notify the Indemnified Party of its intention to do so, and the Indemnified Party shall agree to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Third Party Claim; provided that the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement releases the Indemnified Party in connection with such Third Party Claim and provides relief consisting solely of money damages borne by the Indemnifying Party. If the Indemnifying Party assumes the defense of the Third Party Claim, and the Third Party Claim concerns any Intellectual Property of the other Party, the Indemnifying Party shall reasonably cooperate with the Indemnified Party with respect to such aspects of the Third Party Claim that concern the ownership, validity, or enforceability of such Intellectual Property, including by not making any admission or offer of settlement in such Third Party Claim that could reasonably be expected to have prejudice or adverse effect. Notwithstanding an election of the Indemnifying Party to assume the defense of such Action, the Indemnified Party shall have the right to employ separate legal counsel and to participate in the defense of such Action.

(c) In the event any Indemnified Party has an indemnification claim against any Indemnifying Party under this Agreement that does not involve a Third Party Claim, the Indemnified Party shall so notify the Indemnifying Party promptly in writing describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of this Agreement or any other agreement, instrument or certificate delivered pursuant hereto or thereto in respect of which such Loss shall have occurred. A failure by the Indemnified Party to give notice and to tender the conduct or defense of the Action in a timely manner pursuant to this Section 7.2(c) shall not limit the obligation of the Indemnifying Party under this Article VII, except (i) to the extent such Indemnifying Party is actually and materially prejudiced thereby and (ii) as provided by Section 7.3. If the Indemnifying Party disputes its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute in accordance with the terms hereof and, if not resolved through negotiations, such dispute shall be resolved pursuant to Section 9.7. Within ten (10) Business Days of the final determination of the amount of any claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to the agreed claim by wire transfer in immediately available funds to the bank account or accounts designated by the Indemnified Party in a notice to the Indemnifying Party not less than five (5) Business Days prior to such payment.

Section 7.3 Losses Net of Insurance, Etc. The amount of any Loss for which indemnification is provided under Section 7.1 shall be net of (a) any amounts actually recovered by the Indemnified Party pursuant to any indemnification by or indemnification agreement with any third party (net of any costs of investigation of the underlying claim and collection), (b) any insurance proceeds or other cash receipts or sources of reimbursement actually received (net of any costs of investigation of the underlying claim and collection) as an offset against such Loss (each Person named in clauses (a) and (b), a "**Collateral Source**"), and (c) an amount equal to the net Tax benefit resulting from such Loss that is actually realized no later than the second Tax year following the Tax year of the Loss by the Indemnified Party or its Affiliates. Indemnification under this Article VII shall not be available unless the Indemnified Party first uses its reasonable best efforts to seek recovery from all Collateral Sources. The Indemnifying Party may, to the extent permitted by applicable Law, require an Indemnified Party to assign to the Indemnifying Party the rights to seek recovery pursuant to the preceding sentence (to the extent such rights are capable of assignment); provided that the Indemnifying Party shall then be responsible for pursuing such claim at its own expense; and provided, further, that the Indemnified Party shall cooperate (at the Indemnifying Party's expense) with the Indemnifying Party to seek such recovery. If the amount to be netted hereunder from any payment required under Section 7.1(a) or Section 7.1(b) is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party pursuant to this Article VII, the Indemnified Party shall repay to the Indemnifying Party, promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VII had such determination been made at the time of such payment.

Section 7.4 No Right of Set-Off. Neither Agent, on the one hand, nor Principal, on the other hand, shall have any right to set-off any Losses under this Article VII against any payments to be made by such Party or Parties pursuant to this Agreement.

Section 7.5 Sole Remedy/Waiver. Except with respect to (i) claims arising from actual fraud and (ii) claims seeking specific performance or other equitable relief, the Parties acknowledge and agree that the remedies provided for in this Article VII shall be the Parties' sole and exclusive remedy with respect to the subject matter of this Agreement.

Section 7.6 Other Indemnities. For clarity, this Article VII is in addition to, and not in limitation of, any indemnification provisions (including indemnification provisions with respect to this Agreement) set forth in the Purchase Agreement and any other Ancillary Agreement (as defined in the Purchase Agreement).

Section 7.7 Limitation on Liability.

(a) EXCEPT WITH RESPECT TO PRINCIPAL'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 7.1(A), IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY FOR LOSS OF PROFIT, REVENUE OR OPPORTUNITY, DIMINUTION IN VALUE, LOSS OF GOODWILL OR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE OR OTHER SPECIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH BY A PARTY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. FOR CLARITY, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TSA, THE NET ECONOMIC BENEFIT AGREEMENT OR ANY OTHER INTERIM BUSINESS AGREEMENTS ENTERED INTO IN CONNECTION WITH THE PURCHASE AGREEMENT, THE MAXIMUM TOTAL AGGREGATE LIABILITY OF AGENT PARENT AND ITS AFFILIATES TO PRINCIPAL PARENT AND ITS AFFILIATES UNDER THIS AGREEMENT, THE TSA, THE NET ECONOMIC BENEFIT AGREEMENT AND ALL OTHER INTERIM BUSINESS AGREEMENTS ENTERED INTO IN CONNECTION WITH THE PURCHASE AGREEMENT, ON A CUMULATIVE BASIS, SHALL NOT EXCEED FIFTEEN MILLION DOLLARS ($15,000,000).

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS PROVIDED IN AND SUBJECT TO THE PURCHASE AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT (as defined in the Purchase Agreement), [IMPORTER AND] AGENT MAKE[S] NO EXPRESS REPRESENTATIONS OR WARRANTIES, AND NO REPRESENTATION OR WARRANTY SHALL BE IMPLIED UNDER THIS AGREEMENT OR AT LAW, WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY SOFTWARE OR HARDWARE PROVIDED OR USED HEREUNDER, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE VIII

TERMINATION

Section 8.1 Term. This Agreement shall terminate upon the termination or expiration of all corresponding Services in the TSA with respect to the Territory.

Section 8.2 Accrued Rights and Obligations. Termination of this Agreement shall not affect a party's accrued rights and obligations as of the date of termination.

Section 8.3 Return of Property. As soon as reasonably practicable following the termination of this Agreement, Principal shall promptly return to Agent any property of Agent and its affiliates, and Agent shall promptly return to Principal any property of Principal and its affiliates, used in connection with the performance of each party's obligations under this Agreement.

Section 8.4 Effect of Termination. Each party's rights and obligations will cease immediately on termination of this Agreement, except that this ARTICLE VIII, together with those Sections the survival of which is necessary for the interpretation or enforcement of this Agreement, will survive termination of this Agreement and will continue in full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Entire Agreement; Conflicts. Subject to the following sentence, this Agreement (including all Exhibits) shall constitute the entire agreement between Agent[, Importer] and Principal with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter, except for any written agreement of the Parties that expressly provides that it is not superseded by this Agreement. Except with respect to Section 9.7 (Governing Law; Jurisdiction), in case of any conflicts between this Agreement and the Purchase Agreement, TSA or Business Transfer Agreement, as applicable, the provisions of the Purchase Agreement, TSA or Business Transfer Agreement, respectively, shall control.

Section 9.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by Agent[, Importer] and Principal, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.3 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and (a) when served by personal delivery upon the party for whom it is intended, (b) one (1) Business Day following the day sent by overnight courier, return receipt requested, (c) when sent by facsimile, provided that the facsimile is promptly confirmed by telephone confirmation thereof, or (d) when sent by e-mail, provided, that a copy of the same notice or other communication sent by email is also sent by overnight courier, return receipt requested, on the same day as such email is sent, in each case to the person at the address, facsimile number or e-mail address set forth below, or such other address, facsimile number or e-mail address as may be designated in writing hereafter, in the same manner, by such person:

If to Agent, to:

[*Insert name of Agent*]
[*Insert address of Agent's principal place of business*]
Attention: President or Legal Director

[If to Importer, to:

[*Insert name of Importer*]
[*Insert address of Importer's principal place of business*]
Attention: President or Legal Director]

If to Principal, to:

[*Insert name of Principal*]
[*Insert address of Principal's principal place of business*]
Attention: President or Legal Director

Section 9.4 Assignment. No party to this Agreement may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party hereto (which shall not be unreasonably withheld, delayed or conditioned); provided that (a) either party may assign or delegate any of its rights or obligations hereunder to an affiliate of such party without any such consent from the other party and (b) Principal may, subject to Section 10.3(b) of the Purchase Agreement, assign or delegate any of its rights or obligations hereunder to any third party which acquires or succeeds to all or substantially all of the assets of the business of Principal and its affiliates to which this Agreement relates. For purposes of this Agreement, a change of control of a party shall be deemed an assignment of this Agreement. In the event of a permitted assignment, this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. Any attempted assignment that contravenes the terms of this Agreement shall be *void ab initio* and of no force or effect.

Section 9.5 Confidentiality. The confidentiality obligations set forth in the provisions of Section 6.1 of the TSA shall apply to each of the parties hereto as if such provisions were part of this Agreement.

Section 9.6 Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other party, it being understood that all parties need not sign the same counterpart.

Section 9.7 Governing Law; Jurisdiction.[16]

(a) [This Agreement is governed by and construed in accordance with the laws of [*State/Country*], without regard to its conflict of law rules.

(b) With respect to any suit, action or proceeding relating to this Agreement, each party hereto irrevocably agrees and consents to be subject to the jurisdiction of the [*Jurisdiction*].]

Section 9.8 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.9 Interpretation. The Article and Section references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

Section 9.10 No Third Party Beneficiaries. Except with respect to the Indemnified Parties solely with respect to Article VII or as expressly set forth herein, nothing in this Agreement, express or implied, is intended to confer upon any person other than Agent[, Importer] and Principal, or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 9.11 [Language. This Agreement has been prepared and executed in both the [•] and the English languages. In case of conflict or inconsistency between the [•] and the English language versions, the English language version shall govern the interpretation and construction hereof, and for any and all other purposes, except as may be required by applicable Law.][17]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[16] **NOTE TO DRAFT:** The agreement should be governed by local law and subject to the jurisdiction of local courts.

[17] **NOTE TO DRAFT**: Include if local law requires the agreement to be prepared in a language other than English.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.[18]

[Importer]

By:
Name:
Title:

[Agent]

By:
Name:
Title:

[Principal]

By:
Name:
Title:

[18] **NOTE TO DRAFT:** Signature formalities to be checked (e.g., notarizations/apostilles, signings locally, initialing each page, etc.).

EXHIBIT A

Products

[TO BE PROVIDED]

[EXHIBIT B]

[Product Registrations]

[TO BE PROVIDED]

[EXHIBIT C]

[Non-Transferring Contracts]

[TO BE PROVIDED]D-1

Exhibit D

Form of Joinder

By executing this joinder, the undersigned shall be deemed to be a party to that certain Transitional Services Agreement, dated as of [] (the "Agreement") by and between [ICU Medical, Inc.] and [Pfizer Inc.] related to the services that Pfizer Inc., its Affiliates, or a third party [designated by Pfizer Inc.] shall provide to ICU Medical, Inc. and its Affiliates. The foregoing, shall entitle the undersigned to the rights, and subject the undersigned to the obligations of [Pfizer Party]/[ICU Party] as if and to the extent that such party were an original signatory to the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this joinder, as of this ___ day of [_____ , _____].

[NAME OF ENTITY]

By:_____
Name:

Exhibit E

Excluded Non-Solicit Personnel

ANY PERSONNEL OF SELLER PARENT OR ITS AFFILIATES WHO HAS SPENT A MAJORITY OF HIS OR HER RESPECTIVE TIME WHILE UNDER THE EMPLOY OF SELLER PARENT OR ITS AFFILIATE ENGAGED IN TOOLING, ENGINEERING AND/OR OTHER RELATED TECHNICAL SUPPORT IN CONNECTION WITH QUALITY-RELATED ACTIVITIES FOR ANY OF THE PRODUCTS IN ASIA COUNTRIES INCLUDED OR IDENTIFIED IN THE SERVICES LETTER.

Addendum 1

Agency Services Addendum

This Agency Services Addendum (this "Addendum") shall apply to those Services listed on Exhibit A to the Services Letter referenced in the Transition Services Agreement (the "Agreement") that are designated as "GFS" services in the "Description of Services" column of Exhibit A (together with any other Services that are expressly designated in Exhibit A as being subject to this Addendum and any other Services expressly set forth in this Addendum, the "Agency Services") and is incorporated into and made part of the Agreement with respect to such Agency Services. All capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement. This Addendum supplements the Agreement, and all terms and conditions of the Agreement shall apply to the Agency Services in addition to the terms and conditions of this Addendum, except to the extent expressly set forth otherwise herein. In the event of any conflict between the terms and conditions of the Agreement and this Addendum with respect to any Agency Services, the Agreement shall control except to the extent this Addendum specifically provides that it shall apply notwithstanding anything to the contrary in the Agreement.

The terms on which Seller Parent or its applicable Affiliate shall perform the Agency Services for Purchaser or its applicable Affiliate are set out in this Addendum and such terms shall be incorporated into any Local ASA (as defined below) between the local Affiliates as required by applicable Law.

1. Agency Services.

    a. Generally.

        i. The Agency Services will be performed in support of the planned operating model for the countries listed in Exhibit I hereto (as such exhibit may be updated by mutual written agreement of the parties from time to time, the "Agency Services Countries"). A diagram depicting the planned "undisclosed agency" operating model in certain key markets is attached as Exhibit B of the Services Letter solely for illustrative purposes; it being understood and agreed that, the Parties may agree in writing from time to time to make changes to such operating models for legal, regulatory or tax reasons associated with the Agreement, this Addendum or the provision of Agency Services hereunder. The Parties will use commercially reasonable efforts to finalize the operating models for the key markets reflected in Exhibit B of the Services Letter within thirty (30) days after the Effective Date, including cooperating to identify a mutually-acceptable means of including Purchaser BV in such models and, if no alternative solution is agreed to by the Parties, the Parties agree the operating models in Exhibit B of the Services Letter shall control.

        ii. The Agency Services will be provided only with respect to Products of the Business (as such terms are defined in the Purchase Agreement).

iii. For clarity, the Agency Services that Seller Parent or the applicable Affiliate of Seller Parent are authorized by Purchaser or its applicable Affiliate to perform pursuant to Section 1.b of this Addendum include the authority to:

1. sell and distribute the Products;

2. order Inventories from suppliers;

3. invoice customers, process rebate claims and collect cash from customers;

4. pay for non-Product supplies purchased on behalf of Purchaser or its applicable Affiliate;

5. negotiate and contract with any parties (whether or not resident within the applicable Agency Services Country) in connection with the provision of the foregoing services;

6. provide any other services in connection with the foregoing to the extent required in order to establish agency as contemplated by this Addendum; and

7. engage in any other act which is related or incidental to the Products and/or the Business which Seller Parent or the applicable Affiliate of Seller Parent may deem reasonably necessary in connection with the provision of the foregoing services.

b. Agency Designation; Disclosed and Undisclosed Agency; Standard of Performance.

i. Subject to the terms and conditions of this Addendum, Purchaser, on behalf of itself and its Affiliates, hereby appoints Seller Parent or the applicable Affiliate of Seller Parent to act as its agent in the Agency Services Countries, and Seller Parent, on behalf of itself and the applicable Affiliates of Seller Parent, agrees to act as its agent in the Agency Services Countries to provide the Agency Services in respect of the Business and authorizes Seller Parent or the applicable Affiliate of Seller Parent to carry out the Agency Services on its behalf and for its account in accordance with the terms of the Agreement.

ii. Notwithstanding the foregoing, none of Purchaser or its Affiliates appoint Seller Parent or the applicable Affiliates of Seller Parent to act as its agent in the Agency Services Countries with respect to Non-Transferring Contracts and New Public Tenders for which Seller Parent or its applicable Affiliate is performing Distribution Services under the Distribution Services Addendum of the Agreement during the term of such Distribution Services.

iii. To the extent permitted by applicable Laws in the applicable Agency Services Country, Seller Parent or the applicable Affiliate of Seller Parent may provide the Agency Services in its own name without disclosing Purchaser as principal. For avoidance of doubt, this provision does not restrict:

1. Purchaser from disclosing to any person that it is the principal of Seller Parent or the applicable Affiliate of Seller Parent; or

2. Seller Parent or the applicable Affiliate of Seller Parent from making this disclosure to any person in its absolute discretion.

iv. Seller Parent shall, or shall cause the applicable Affiliate of Seller Parent to, perform the Agency Services in respect of the Business (A) with reasonable skill and care, and (B) in a manner consistent in all material respects with the level of skill, care and service as is provided to the Business during the twelve (12) month period immediately prior to the Effective Date.

2. Transition of Agency Services to Purchaser. In connection with the transition of the applicable Agency Services to Purchaser and its Affiliates (or an alternate third party service provider) reasonably prior to the end of the applicable Service Period, Seller Parent shall, if reasonably requested by Purchaser, provide master data (including product master data, vendor master data, customer master data, materials master data, and employee master data) in the form and format that it exists on the Seller Parent ERP System (or in another commercially reasonable format readily convertible by Seller Parent if reasonably requested by Purchaser) related to the Business and reasonably necessary for Purchaser to set up its own systems with such data for purposes of operating the Business, and any costs and expenses of Seller Parent and its Affiliates associated therewith shall constitute and be reimbursed as Service Exit Costs under the Agreement. "Seller Parent ERP System" means those information technology systems and platforms selected by Seller Parent for use in connection with the performance of any of the Agency Services, and made available as Required Technology in accordance with Section 2.12(b) of the Agreement.

3. Payment Terms.
   a. Payment for Agency Services shall be governed by the terms in Schedule A.
   b. Subject to the provisions of the Purchase Agreement, including but not limited to confidentiality obligations, Purchaser shall have the right to exercise its rights under Section 6.10 of the Purchase Agreement and Section 2.13 of the Agreement with respect to the calculation of payments under this Section 5.
4. Term.
   a. Notwithstanding anything to the contrary in the Agreement, Purchaser may terminate the Agency Services on an Agency Service Country-by-Agency Service Country basis without

cause, upon thirty (30) days prior written notice to Seller Parent. Such termination shall be effective thirty (30) days following the date of Purchaser's notice (the "Specified Date"), subject to collection and settlement of all Accounts Receivable and Accounts Payable (as each term is defined in the Purchase Agreement) in the applicable Agency Service Country as of the Specified Date.

b. Where Agency Services have been terminated under this Addendum in respect of an Agency Service Country where there is a Local ASA, the Parties shall procure that their relevant Affiliates shall terminate the relevant Local ASA (or relevant part of such Local ASA) with such termination to be effective on the same date the termination of the relevant Agency Service under this Addendum is effective.

5. Local ASA.

a. Where the Parties agree from time to time that, for legal, regulatory or tax reasons associated with the Agreement, this Addendum or the provision of Agency Services hereunder, a local agreement should be put in place in respect of a particular Agency Service Country, the Parties or their respective local Affiliates in such Agency Service Country will, if and upon agreement thereto, enter into an Interim Business Agreement, or such other additional, written ancillary agreement setting forth such additional terms and conditions applicable thereto (each, a "Local ASA"). The Local ASA are intended to implement the provision of Agency Services in the applicable Agency Service Country in compliance with the applicable Laws of such Agency Service Country.

b. Where a Local ASA is required in accordance with Section 5(a) but has not been entered into by the Effective Date, during the time period between the Effective Date and the execution of a relevant Local ASA:

i. subject to the remainder of this Section 5(b), the provisions of this Addendum shall apply to the relevant Affiliates of Seller Parent providing Agency Services; and

ii. if the Parties' Affiliates fail to enter into a Local ASA within thirty (30) days after the Effective Date (or in the case of a Deferred Closing Business (as defined in the Purchase Agreement), thirty (30) days after the last day of the calendar month after the Deferred Closing Date for the Deferred Closing Business in the relevant Agency Service Country), then the Parties shall meet to discuss and agree the measures to be taken by each Party to implement the relevant Agency Services and execute a Local ASA as soon as reasonably practicable.

c. The Parties acknowledge and agree that each Local ASA shall be subject to and governed by the terms and conditions of the Agreement and this Addendum, and in the event of any

conflict between the terms and conditions of any Local ASA and the Agreement or this Addendum, the Agreement or this Addendum, as applicable, shall control.

Schedule A

Pursuant to Section 3 of this Addendum:

United States

Report: On a monthly basis, Seller Parent will send Purchaser a report no later than the 5th day of the month to reflect prior month gross-to-net sales (excluding VAT). In addition, on a monthly basis, Seller Parent will send Purchaser a monthly invoicing report no later than the 15th day of the month to reflect prior month a) gross-to-net monthly sales report (gross sales, sales deductions, and VAT/GST charged in separate lines) b) cash payments made on Purchaser's behalf c) calculated agency fee (to the extent required in local jurisdictions)

On a monthly basis, Seller Parent will send Purchaser a report no later than 15th day of month to reflect estimated monthly collections for current month (cash, net of sales adjustments)

Invoice: Within 5 days of delivery of the report, Purchaser will invoice Seller Parent for a) monthly sales (gross sales, and separately VAT/GST charged), b) estimated monthly collections, and c) credit notes during the month (if required)

Cash Settlement: Seller Parent/Purchaser will settle invoices monthly (incl. adjustments for sales adjustments, e.g., rebates)

- For cash, Seller Parent to provide customer invoice aging report; as well as report to show any adjustments of cash e.g. adjustments, rebates, etc.
- For a given month, Seller Parent will complete the associated calculations and make payment by the following month's Workday 10

True-up: To the extent a difference in cash paid vs. collected occurs, a true-up on next month settlement will occur based on actuals

Invoice (payables, agency fees): Within 5 days of delivery of the report, Seller Parent will invoice Purchaser separately for a) cash paid by HSP/Seller Parent on behalf of Purchaser based on actual cash paid on a monthly basis; and b) agency fees, where applicable

- For sake of clarity, agency fee will be invoiced separately

Agency Fees: Any associated agency fees to be deducted from TSA fees in global settlement

Currency: All settlements to be in USD

At no time will the costs presented here be duplicated with Agreement payments in local countries

Outside of the United States:

Reports: On a monthly basis, Seller Parent will send Purchaser a report no later than the 5th day of the month to reflect month gross-to-net sales (excluding VAT). In addition, on a monthly basis, Seller Parent will send Purchaser a monthly invoicing report no later than the 15th day of month to reflect prior month a) gross-to-net monthly sales report (gross sales, sales deductions, and VAT/GST charged in separate lines) b) cash payments made on Purchaser's behalf c) calculated agency fee (to the extent required in local jurisdictions)

Invoice: Within 5 days of delivery of the monthly invoicing report, Purchaser (local affiliate) will issue invoice to Seller Parent (HSP local affiliate) for the monthly sales (gross sales, and separately VAT/GST charged), gross sales less the agency commission fee, and separately issue a credit note during the month (if required)

- For NZ, for the sake of clarity, the agency commission/fee will be separately invoiced will be separated for agency fees and payables
-

Invoice (payables): Within 5 days of delivery of the monthly invoicing report, Seller Parent (HSP local affiliate) will issue one invoice to Purchaser (local affiliate) for the direct payments / contracts paid by HSP affiliates (on behalf of Purchaser in local jurisdiction) based on actual cash paid on a monthly basis

Cash Settlement: Seller Parent/Purchaser will settle invoices on net basis monthly in accordance with actual cash collected from customers

- For cash settlements, Seller Parent to provide customer invoice aging report; as well as report to show any adjustments of cash e.g. adjustments, rebates, etc.
- Seller Parent will pay monthly the actual cash received and identified during the previous accounting period as payment for customer invoices of the Business by the following month's Workday 10
-

Agency Fees: any associated agency fees to be deducted from TSA fees in global settlement

Currency: settlements to be in Euros, except in ANZ, UK, and other jurisdictions where settlement in local currency may be required

At no time will the costs presented here be duplicated with Agreement payments in local countries

Exhibit I

Agency Services Countries[19]

USA (disclosed agency model as customers will be made aware of change)

Australia

New Zealand

Germany

Netherlands (local market)

Canada (if required on termination of Canada Distribution Services Agreement)

Ireland

Belgium

UK

Spain

France

Mexico

Peru

Argentina

Colombia

[19] Italy and Brazil will have a Local ASA for order to cash services which will run from the Deferred Closing. (not undisclosed agency model as Purchaser will own legal entity).

Addendum 2

Distribution Services Addendum

This Distribution Services Addendum (this "Addendum") shall apply to the Distribution Services (as defined below). This Addendum supplements the Transition Services Agreement (the "Agreement"), and is incorporated into and made part of the Agreement with respect to such Distribution Services, including all capitalized terms used but not defined in this Addendum. All terms and conditions of the Agreement shall apply to the Distribution Services in addition to the terms and conditions of this Addendum, except to the extent expressly set forth otherwise herein. In the event of any conflict between the terms and conditions of the Agreement and this Addendum with respect to any Distribution Services, the Agreement shall control except to the extent this Addendum specifically provides that it shall apply notwithstanding anything to the contrary in the Agreement.

The Parties agree that the Distribution Services in the applicable country, territory or region (a "Territory") shall apply only in the following circumstances:

- in respect of Products sold in all Territories pursuant to customer contracts of the Business (as defined in the Purchase Agreement) (including public tenders and certain Retained Shared Customer Contracts that are intended to be separated in accordance with Section 6.26 of the Purchase Agreement) that are not transferring from Seller Parent or its Affiliate to Purchaser or its Affiliate on the Closing Date but that are contemplated to be transferred to Purchaser or its Affiliates, in whole or in part, pursuant to the terms of the Purchase Agreement ("Non-Transferring Contracts"), solely until such time as each such contract is transferred to Purchaser or its Affiliates in accordance with the terms hereof;
- subject to Section 1(a)(ii), in respect of Products sold pursuant to new public tenders of the Business entered into in respect of Products sold in Spain ("New Public Tenders"), prior to the Spain Regulatory Qualification Date.

For purposes of this Addendum, "Spain Regulatory Qualification Date" shall mean the earliest date on which (1) Purchaser has established a legal entity in Spain that is legally authorized to operate the Non-Transferring Contracts and New Public Tenders in Spain and (2) the transfer of all Product Registrations for the Products sold in Spain as of the Effective Date from Seller Parent and its Affiliates to Purchaser or its Affiliate in Spain has been completed.

The terms on which Seller Parent or its applicable Affiliate shall perform the Distribution Services for Purchaser or its applicable Affiliate are set out in this Addendum and such terms shall be incorporated into any Local DSA (as defined below) between the local Affiliates as required by applicable Law. The Parties acknowledge and agree that this Addendum and the Distribution Services shall exclude (i) distribution and other activities in respect of Products sold in Canada and such services shall be handled in that certain Canada Distribution Services Agreement, to be entered into between Hospira Healthcare Corporation and ICU Medical Canada, Inc. on or about the date hereof pursuant to Section 6, (ii) distribution and other activities in respect of Products sold into export markets from the Netherlands and such services shall be handled in the International Distribution Services Agreement to be entered into between Hospira Netherlands B.V. and

ICU Medical B.V. pursuant to Section 6, and (iii) any Deferred Jurisdiction prior to the Deferred Closing Date for such Deferred Jurisdiction.

1. Distribution Services.

a. The "Distribution Services" shall consist of certain commercial and distribution services set forth in Section 1(b) in respect of the Products in the circumstances set out above in the Territory (each country in which Distribution Services are provided being referred to herein as a "Distribution Services Country", as contemplated by the Parties in Exhibit I, as such exhibit may be changed by advance written agreement of the Parties from time to time). A diagram depicting the planned "distribution" operating model is attached as Exhibit C of the Services Letter solely for illustrative purposes; it being understood and agreed that, the Parties may agree in writing from time to time to make changes to such operating model for legal, regulatory or tax reasons associated with the Agreement, this Addendum or the provision of Distribution Services hereunder. The Parties will use commercially reasonable efforts to finalize the operating model reflected in Exhibit C of the Services Letter within thirty (30) days after the Effective Date and, if no alternatives are agreed to by the Parties, the Parties agree the operating models in Exhibit C of the Services Letter shall control.

b. Seller Parent shall (or shall cause its applicable Affiliates to):

i. continue to operate each Non-Transferring Contract, and operate any New Public Tenders, and perform the supplier party's obligations and comply with the terms thereunder, in each case in all material respects in the ordinary course of business consistent with past practice and to use commercially reasonable efforts to enforce the provisions of such Non-Transferring Contracts and New Public Tenders, if applicable, upon reasonable request of Purchaser or its applicable Affiliate and at Purchaser's cost, provided that taking such enforcement actions would not reasonably be expected to result in any material adverse impact on the Seller Parent, its Affiliates or the Retained Business;

ii. participate in New Public Tenders in Spain in its name on Purchaser or its applicable Affiliates' behalf, provided that such New Public Tender can be assigned or otherwise transferred to Purchaser or its applicable Affiliate without consent of the applicable Governmental Authority or counterparty upon termination of this Addendum or the applicable Interim Business Agreement, and provided, further, that Purchaser and its Affiliates are using commercially reasonable efforts to promptly obtain all such required Governmental Authorizations; and

iii. to the extent not already in the possession or control of Purchaser or its Affiliates, provide to Purchaser or its applicable Affiliate such information and documents as Purchaser or its applicable Affiliate may reasonably request in

connection with the performance of the Non-Transferring Contracts and New Public Tenders and the provision of the foregoing Distribution Services.

c. With respect to any Distribution Services in a Territory, Purchaser shall, and shall cause its Affiliates to, use commercially reasonable efforts to (i) establish the facilities, operations and resources and obtain any Governmental Authorizations, necessary consents, contracts and approvals as may be required for Purchaser or its Affiliate to enter into and perform under customer contracts in its own name and perform all the Distribution Services required in each Territory for itself, and (ii) establish a legal entity that is legally authorized to operate the Non-Transferred Contracts and New Public Tenders in Spain as promptly as practicable.

2. Non-Transferring Contracts and New Public Tenders.

a. Each of Seller Parent and Purchaser shall, or shall cause its applicable Affiliate to, use its commercially reasonable efforts to separate or transfer each Non-Transferring Contract and each New Public Tender, as applicable, in consultation with the other Party, in each case solely to the extent such Non-Transferring Contract or New Public Tender can be separated or transferred in accordance with its terms or under applicable Laws. In addition, Purchaser shall, or shall cause its applicable Affiliate, to execute any amendments or amended and restated Contracts or any other documents reasonably necessary in order to memorialize the separation or transfer of such Non-Transferring Contracts and New Public Tenders, as applicable, pursuant to which the rights, benefits, obligations and liabilities relating to the Business under such Non-Transferring Contracts and New Public Tenders are conveyed, assigned and transferred to Purchaser or its Affiliate, and the rights, benefits, obligations and liabilities relating to the Retained Business under such Non-Transferring Contracts and New Public Tenders are retained by Seller Parent or its applicable Affiliates, in each case, as of the applicable separation or transfer date.

b. In connection with the separation or transfer of any such Non-Transferring Contracts and New Public Tenders, Seller Parent and Purchaser shall, and shall cause their respective Affiliates to, work in good faith to avoid or otherwise minimize any payments (for amendment, termination, separation or otherwise) that are required to be made to any third party that is a party to any such Contract under the terms thereof. Notwithstanding the foregoing, the Parties understand and agree that any such payments shall be split in accordance with Section 2.3 of the Purchase Agreement.

3. Appointment.

a. Purchaser, on behalf of itself and its Affiliates, hereby appoints Seller Parent or the applicable Affiliate of Seller Parent, as Purchaser's or its applicable Affiliate's service

provider in the applicable Distribution Services Country to provide the Distribution Services in respect of the Business, and Purchaser, on behalf of itself and its Affiliates, and hereby authorizes Seller Parent or the applicable Affiliate of Seller Parent, to carry out the Distribution Services on its behalf and for its account in accordance with the terms of this Addendum.

b. Purchaser or its applicable Affiliate shall supply Product to Seller Parent or its applicable Affiliate and provide any other assistance or support necessary or reasonably requested by Seller Parent or its applicable Affiliate in connection with the Distribution Services.

c. The Parties shall ensure that, to the extent necessary under applicable Law for purposes of providing the Distribution Services, title to the Products will transfer from Purchaser or its applicable Affiliate to Seller Parent or its applicable Affiliate prior to supplying the end customer.

4. Term and Termination.

a. Except as expressly provided herein, unless earlier terminated by either Party in accordance with Section 7.2 of the Agreement, the term of the Distribution Services hereunder shall continue until, as applicable, the earliest of (i) the expiration or termination of the Agreement, (ii) in respect of any Non-Transferring Contract or New Public Tender, until the effective date of separation or transfer of the applicable Non-Transferring Contract or New Public Tender (the "Distribution Service Period") and (iii) in respect of any Distribution Services Country, until the last Non-Transferring Contract or New Public Tender has been separated or transferred ("Country Distribution Service Period").

b. Within thirty (30) days after the expiration of the Country Distribution Services Period for a particular Distribution Services Country, legal title in the Inventory (as defined in the Purchase Agreement) in which Seller Parent's Affiliate in such Distribution Services Country holds legal title at the end of such Country Distribution Services Period shall be sold to Purchaser or its applicable Affiliate or a designated third party, as the case may be.

c. Where Distribution Services have been terminated under this Addendum in respect of a Distribution Services Country where there is a Local DSA, the Parties shall procure that their relevant Affiliates shall terminate the relevant Local DSA (or relevant part of such Local DSA) with such termination to be effective on the same date the termination of the relevant Distribution Service under this Addendum is effective.

5. Payment Terms.

a. Payment for Distribution Services shall be governed by the terms in Schedule A.

b. Subject to the provisions of the Purchase Agreement, including but not limited to confidentiality obligations, Purchaser shall have the right to exercise its rights under Section 6.10 of the Purchase Agreement and Section 2.13 of the Agreement with respect to the calculation of payments under this Section 5.

6. Local DSA.

a. Where the Parties agree from time to time that, for legal, regulatory or tax reasons associated with the Agreement, this Addendum or the provision of Distribution Services hereunder, a local agreement should be put in place in respect of a particular Distribution Services Country, the Parties or their respective local Affiliates in such Distribution Services Country will, if and upon agreement thereto, enter into an Interim Business Agreement, or such other additional, written ancillary agreement setting forth such additional terms and conditions applicable thereto (each, a "Local DSA"). The Local DSA are intended to implement the provision of Distribution Services in the applicable Distribution Services Country in compliance with the applicable Laws of such Distribution Services Country.

b. Where a Local DSA is required in accordance with Section 6(a) but has not been entered into by the Effective Date, during the time period between the Effective Date and the execution of a relevant Local DSA:

i. subject to the remainder of this Section 6(b), the provisions of this Addendum shall apply to the relevant Affiliates of Seller Parent providing Distribution Services; and

ii. if the Parties' Affiliates fail to enter into a Local DSA within thirty (30) days after the Effective Date (or in the case of a Deferred Closing Business, thirty (30) days after the last day of the calendar month after the Deferred Closing Date for the Deferred Closing Business in the relevant Distribution Services Country), then the Parties shall meet to discuss and agree the measures to be taken by each Party to implement the relevant Distribution Services as soon as reasonably practicable.

c. The Parties acknowledge and agree that each Local DSA shall be subject to and governed by the terms and conditions of the Agreement and this Addendum, and in the event of any conflict between the terms and conditions of any Local DSA, on the one hand, and the Agreement or this Addendum, on the other hand, the Agreement or this Addendum, as applicable, shall control.

Schedule A

Distribution Services Fee

Pursuant to Section 5 of this Addendum:

Report: On a monthly basis, Seller Parent will send Purchaser a report no later than the 5th day of the month to reflect prior month gross-to-net sales (excluding VAT). In addition, on a monthly basis, Seller Parent will send Purchaser a monthly invoicing report no later than the 15th day of the month to reflect prior month a) gross-to-net monthly sales report (gross sales, sales deductions, and VAT/GST charged in separate lines) b) cash payments made on Purchaser's behalf c) calculated distribution fee to the extent required in local jurisdictions.

Invoice: Within 5 days of delivery of the monthly invoicing report, Purchaser (local affiliate) will issue invoice to Seller Parent (HSP local affiliate) for the monthly sales (gross sales, and separately VAT/GST charged); and separately issue a credit note for the credit notes during the month (if required) (Note: This will be in addition to any invoice issued in a month under the Agency model to the extent relevant)

Invoice (payables, distribution fees): Within 5 days of delivery of the report, Seller Parent (HSP local affiliate) will issue two separate invoices to Purchaser (local affiliate) for a) direct payments / contracts paid by HSP affiliate (on behalf of Purchaser in local jurisdiction); and b) distribution fees, where applicable

- For the sake of clarity, the distribution fee will be invoiced separately

Cash Settlement: Seller Parent/Purchaser will settle invoices on net basis monthly in accordance with actual cash collected from customers

- For cash settlements, Seller Parent to provide customer invoice aging report; as well as report to show any adjustments of cash e.g. adjustments, rebates, etc.
- For a given month, Seller Parent will complete the associated calculations and make payment by the following month's Workday 10 (to be confirmed)

Distribution Fees: any associated agency fees to be deducted from TSA fees in global settlement

Currency: settlements to be in USD for US, and Euros for the rest of the world, except in ANZ, UK, and other jurisdictions where settlement in local currency may be required

At no time will the costs presented here be duplicated with Agreement payments in local countries

Exhibit I

Distribution Services Countries

Ireland

Belgium

UK

Spain (from and after Deferred Closing)

France (from and after Deferred Closing)

Mexico (from and after Deferred Closing)

Peru (from and after Deferred Closing)

Argentina (from and after Deferred Closing)

Colombia (from and after Deferred Closing)

Addendum 3

Logistic Services Addendum

This Logistics Services Addendum (this "Addendum") shall apply solely to those Services listed on Exhibit A to the Services Letter referenced in the Transition Services Agreement (the "Agreement") that are designated as "Logistics" in the "Services" column of Exhibit A, as well as any other Services expressly designated in such Exhibit A as being subject to this Addendum (the "Designated Logistics Services"), and is incorporated into and made part of the Agreement with respect to the Logistics Services. All capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement. This Addendum supplements the Agreement, and all terms and conditions of the Agreement shall apply to the Logistics Services in addition to the terms and conditions of this Addendum, except to the extent expressly set forth otherwise herein. In the event of any conflict between the terms and conditions of the Agreement and this Addendum with respect to any Logistics Services, the Agreement shall control except to the extent this Addendum specifically provides that it shall apply notwithstanding anything to the contrary in the Agreement.

The terms on which Seller Parent or its applicable Affiliate shall perform the Logistics Services for Purchaser or its applicable Affiliate are set out in this Addendum and such terms shall be incorporated into any Local LSA (as defined below) between the local Affiliates as required by applicable Law.

1. Logistics Products. The Logistics Services will be provided only with respect to Products of the Business (as such terms are defined in the Purchase Agreement), to the extent sold by the Business and transacted through Seller Parent's facilities and/or distribution network and the Seller Parent ERP System, that are involved in providing the Logistics Services (the "Logistics Products"). "Seller Parent ERP Systems" means those information technology systems and platforms selected by Seller Parent for use in connection with the performance of any of the Logistics Services, and made available as Required Technology in accordance with Section 2.12(b) of the Agreement.

2. Services.

    a. Generally.
        i. The "Logistics Services" shall consist of the Designated Logistics Services, including Third Party Logistics Services (as defined in Section 2(b)(i)).

        ii. The "Logistics Services Country(ies)" means the countries in which the Logistics Services will be provided under this Addendum.

        iii. Subject to the terms and conditions of this Addendum, Purchaser, on behalf of itself and its Affiliates, hereby appoints (A) with respect to each Third Party Logistics Service, the applicable Logistics Contractor (as defined in Section 2(b)(i))

providing such Third Party Logistics Service, and (B) with respect to each Logistics Service other than a Third Party Logistics Service, Seller Parent or the applicable Affiliate of Seller Parent, in each case as its third party logistics services provider with respect to such Logistics Services for the Logistics Products in the Logistics Services Countries.

b. Third Party Logistics Services.

i. Purchaser acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, (A) all Logistics Services involving third party facilities or services (the "Third Party Logistics Services") may be provided by the applicable third party contractors (the "Logistics Contractors") and shall be subject to the terms and conditions of the applicable third party contracts (the "Third Party Logistics Contracts"), (B) Seller Parent and its Affiliates shall not be liable for any Losses borne by Purchaser or its Affiliates that result from any Third Party Logistics Services, except solely as and to the extent that Seller Parent or such Affiliate recovers monetary compensation or reimbursement for such Losses under the applicable Third Party Logistics Contracts, it being understood that Seller Parent or such Affiliate shall, at Purchaser's cost, use commercially reasonable efforts to recover such compensation or reimbursement under and pursuant to the terms and conditions of such Third Party Logistics Contracts, and Purchaser shall reasonably cooperate therewith, (C) Purchaser shall comply with all obligations under and promptly perform any tasks reasonably requested in connection with any Third Party Logistics Contract to the extent permitted thereunder, it being understood and agreed that a copy of such Third Party Logistics Contract (which may be redacted by Seller Parent to omit confidential information unrelated to the Logistics Services) will be provided by Seller Parent to Purchaser reasonably promptly upon Purchaser's request therefor, and (D) Seller Parent shall perform its contractual obligations under the Third Party Logistics Contracts in all material respects and use commercially reasonable efforts to exercise or enforce its contractual rights under the applicable Third Party Logistics Contracts, including to make, at Purchaser's cost, any such claims under any such Third Party Logistics Contract with respect to any damage, theft or other loss of any Logistic Product covered thereunder, and Purchaser shall reasonably cooperate therewith, in each case, except to the extent that Seller Parent is unable to do so as a result of Purchaser's failure to comply with the obligations set forth in clause (C) above. For the avoidance of doubt, the assignment of any Third Party Logistics Contract to Purchaser shall not affect the obligations of the Parties with respect to any Third Party Logistics Services that are expressly intended to survive such assignment.

ii. Without limiting the foregoing, if, at any time during the Term, the Parties mutually agree in writing to transition a Third Party Logistics Service in any Logistics Services Country from the applicable Third Party Logistics Contract of Seller Parent or any of its Affiliates to a new Contract between Purchaser or its Affiliates and the Logistics Contractor that is a party thereto or another third party service provider therefor (each such Contract, a "Purchaser Third Party Logistics Contract"), (A) Seller Parent shall reasonably cooperate with Purchaser to effectuate such transition, (B) such Third Party Logistics Service shall cease to be a Third Party Logistics Service with respect to such Logistics Services Country as of

the effective date of such Purchaser Third Party Logistics Contract and (C) neither Party shall have any rights or obligations hereunder with respect to, and Purchaser shall be solely responsible for, the activities performed pursuant to such former Third Party Logistics Service in such Logistics Services Country from and after such effective date of such Purchaser Third Party Logistics Contract, without limiting any rights or remedies accruing under the applicable Third Party Logistics Contract prior thereto. For clarity, any costs and expenses of Seller Parent and its Affiliates associated with any such transition shall constitute and be reimbursed as Service Exit Costs under the Agreement.

iii. Seller Parent shall use commercially reasonable efforts to facilitate Purchaser's exercise of any rights of inspection or audits of the facilities covered by any Third Party Logistics Contract that are permitted by the terms of such Contract; it being understood and agreed that Purchaser's ability to conduct any such inspection or audit shall be subject to the terms of the relevant Third Party Logistics Contract and/or the consent of the applicable Logistics Contractor and that Seller Parent shall have no obligation to make any payments or otherwise bear any costs associated with any such inspection or audit or consent therefor.

3. Volume Restrictions. With respect to any warehousing and distribution Logistics Services, Purchaser shall be subject to such volume restrictions as may be provided under the applicable Third Party Logistics Contracts and in accordance with the volume levels consistent with the twelve (12) month period immediately prior to the Effective Date.

4. Risk of Loss.

a. As between Purchaser and Seller Parent:

i. Without limiting Section 2(b)(i), Purchaser bears risk of loss if any Logistics Product is damaged, lost or stolen at any time in connection with any Logistics Services or otherwise, including while it is in any warehouse owned or controlled by Seller Parent or its Affiliate or otherwise in the possession or control of Seller Parent or its Affiliates in connection with performance of a Logistics Service; provided, however, that notwithstanding the foregoing, Seller Parent shall be liable for any Logistics Products that are damaged, lost or stolen solely to the extent that such damage, theft or loss to the extent results from Seller Parent's or any of its Affiliate's gross negligence or willful misconduct while such Logistics Product is in

the possession and control of Seller Parent or its Affiliates in connection with performance of a Logistics Service.

ii. Notwithstanding anything to the contrary herein, for clarity, Purchaser bears all risk of loss for any Logistics Product to the extent not expressly allocated to Seller Parent under the foregoing clause (i) of this Section 4(a).

b. For clarity, as between Purchaser and Seller Parent, Purchaser bears all risk of loss for any Logistics Product while it is in transit.

5. Local LSA.

a. Where the Parties agree from time to time that, for legal, regulatory or tax reasons associated with the Agreement, this Addendum or the provision of Logistics Services hereunder, a local agreement should be put in place in respect of a particular Logistics Service Country, the Parties or their respective local Affiliates in such Logistics Service Country will, if and upon agreement thereto, enter into an Interim Business Agreement, or such other additional, written ancillary agreement setting forth such additional terms and conditions applicable thereto (each, a "Local LSA"). The Local LSA is intended to implement the provision of Logistics Services in the applicable Logistics Service Country in compliance with the applicable Laws of such Logistics Service Country.

b. Where a Local LSA is required in accordance with Section 6(a) but has not been entered into by the Effective Date, during the time period between the Effective Date and the execution of a relevant Local LSA:

i. subject to the remainder of this Section 6(b), the provisions of this Addendum shall apply to the relevant Affiliates of Seller Parent providing Logistics Services; and

ii. if the Parties' Affiliates fail to enter into a Local LSA within thirty (30) days after the Effective Date (or in the case of a Deferred Closing Business (as defined in the Purchase Agreement), thirty (30) days after the last day of the calendar month after the Deferred Closing Date for the Deferred Closing Business in the relevant Logistics Service Country), then the Parties shall meet to discuss and agree the measures to be taken by each Party to implement the relevant Logistics Services as soon as reasonably practicable.

c. The Parties acknowledge and agree that each Local LSA shall be subject to and governed by the terms and conditions of the Agreement and this Addendum, and in the event of any conflict between the terms and conditions of any Local LSA and the Agreement or this Addendum, the Agreement or this Addendum, as applicable, shall control.

ICU Medical Completes the Acquisition of Hospira Infusion Systems from Pfizer

The addition of Hospira's IV pumps, solutions, and devices business to ICU Medical's existing portfolio creates a leading pure-play infusion therapy company with focus and global scale

SAN CLEMENTE, CA February 6, 2017. ICU Medical Inc. (NASDAQ: ICUI) today announced that it has completed its acquisition of the Hospira Infusion Systems business from Pfizer Inc. (NYSE: PFE). The Hospira Infusion Systems business includes IV pumps, solutions, and devices that, when combined with the company's existing businesses, makes ICU Medical one of the world's leading pure-play infusion therapy companies.

"We are pleased that Hospira Infusion Systems is now part of ICU Medical and welcome our new Hospira colleagues to the ICU team. We look forward to working together to continue providing quality, innovation and value to our clinical customers worldwide," said Vivek Jain, chairman and chief executive officer at ICU Medical.

The Hospira Infusion Systems acquisition complements ICU Medical's existing business to create a company with a complete IV therapy product portfolio from solutions to pumps to non-dedicated infusion sets. In addition, the acquisition gives ICU Medical a significantly enhanced global footprint and platform for continued competitiveness and long-term growth. With an integrated product offering, the company now holds industry-leading positions in key segments and has access to the full US infusion marketplace with a compelling product portfolio.

The company plans to announce full FY 2017 guidance on its Q4 Earnings call in late February.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such statements contain words such as "will," "expect," "believe," "could," "would," "estimate," "continue," "build," "expand" or the negative thereof or comparable terminology, and may include (without limitation) information regarding the Company's expectations, goals or intentions regarding the future, including our full year 2016 guidance and our acquisition of the Hospira infusion systems business. These forward-looking statements are based on management's current expectations, estimates, forecasts and projections about the Company and assumptions management believes are reasonable, all of which are subject to risks and uncertainties that could cause actual results and events to differ materially from those stated in the forward-looking statements. These risks and uncertainties include, but are not limited to, decreased demand for the Company's products, decreased free cash flow, the inability to recapture conversion delays or part/resource shortages on anticipated timing, or at all, changes in product mix, increased competition from competitors, lack of continued growth or improving efficiencies, unexpected changes in the Company's arrangements with its largest customers and the Company's ability to meet expectations regarding the timing, completion and integration of the Hospira infusion systems business. Future results are subject to risks and uncertainties, including the risk factors, and other risks and uncertainties, described in the Company's filings with the Securities and Exchange Commission, which include those in the Annual Report on Form 10-K for the year ended December 31, 2015 and our subsequent filings. Forward-looking statements contained in this press release are made only as of the date hereof, and the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

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