

Prepared By: SEB

Date: August 7, 2003

<b>ScriptPro USA Inc.</b> ("ScriptPro")	<b>Customer Name &amp; Billing Address</b> ("Customer")	<b>Name &amp; Delivery Address (if different)</b> ("Customer Site")
Mailing Address:	<u>San Mateo County Health Center</u>	
5828 Reeds Road	<u>222 West 39th Avenue</u>	
Mission, KS 66202	<u>San Mateo, CA 94403-4398</u>	
Attn: Contracts Dept.	<u>Patricia Nero</u>	
	Customer Legal Name: <u>San Mateo County Health Center</u>	
	Customer Federal Tax ID#: <u>94-6000532</u>	

Equipment Description ("Equipment")	# Units	Initial Payment (Total)	Monthly Payment (Total)	Term (Months)
<u>SP 200 Robotic Prescription Dispensing System</u> (includes shipping, installation and training)	<u>1</u>	<u>\$6,420.00</u>	<u>\$3,210.00</u>	<u>60</u>

(plus applicable taxes)

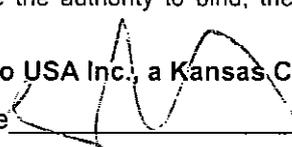
**Additional Equipment:** Additional Equipment may be added either now or in the future by execution of a Supplement to Rental Agreement ("Supplement") listing the additional Equipment to be rented, initial payment, monthly payment, and term. All other terms of this Agreement shall apply to the Equipment listed on the Supplement.

Customer is not acquiring the Equipment primarily for personal, family or household purposes or for agricultural purposes. Customer agrees to all of the terms and conditions shown above and on the reverse side of this Agreement and also to all of the terms and conditions contained in the attached Rental Customer Support Agreement. These terms and conditions are a complete and exclusive statement of the agreement between Customer and ScriptPro and may only be modified by a written agreement signed by both, and not by course of performance. This Agreement supersedes all prior agreements and understandings with respect to the subject matter contained herein. No oral representation shall be binding unless agreed to by both parties and written into this Agreement. This Agreement shall be binding only after it has been signed by an authorized representative of ScriptPro. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Customer agrees that any delay or failure by ScriptPro to enforce its rights under this Agreement does not prevent ScriptPro from enforcing any rights at a later time. The parties agree that this Agreement cannot be cancelled except as provided for herein. This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Kansas, including, but not limited to, the Kansas Product Liability Act, and any claims filed shall be brought in the District Court of Johnson County, Kansas. By signing this Rental Agreement, the persons below represent that they bind, and have the authority to bind, the respective parties to this Agreement.

**Customer**

**ScriptPro USA Inc., a Kansas Corporation**

Signature \_\_\_\_\_

Signature 

Please also sign the attached Rental Customer Support Agreement (RCS 64850), which is not part of this Rental Agreement

Print Name Rose Jacobs Gibson

Print Name Michael E. Coughlin

Title President, Board of Supervisors

Title President & CEO

Date San Mateo County

Date 8/8/03

**ScriptPro Use Only:** Sales Associate: TV Date: \_\_\_\_\_

Attachments: A

Purchase Order #: \_\_\_\_\_ Standing P.O. \_\_\_\_\_ Annual P.O. \_\_\_\_\_

**ATTACHMENT A**  
**TO SAN MATEO COUNTY HEALTH CENTER**  
**RENTAL AGREEMENT R54824**

ScriptPro USA Inc. ("ScriptPro") and San Mateo County Health Center ("Customer") intend that the provisions of this Attachment A supplement or modify the terms of the above Rental Agreement ("Rental Agreement") between the parties as follows:

- 1) The tenth sentence in the full paragraph immediately preceding the signature block on page one of the Rental Agreement shall be modified to read as follows: "This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of California and any claims filed shall be brought in the District Court of San Mateo County, California."
  
- 2) Section 4(a) (Limitation of Liability and Exclusive Remedy) of the Rental Agreement shall be modified to read as follows: "It is agreed that Customer has no right or remedy against ScriptPro Personnel for direct, indirect, incidental, consequential or special damages, including, without limitation, loss of use, loss of data, loss of revenues or profits, corrupt data, claims for service interruptions, errors in supply or failure of supply, or for costs and expenses incurred in connection with labor, overhead, transportation, installation, removal of equipment, programming, substitute facilities, supply sources, liability to third parties, or any cause, loss, action, claim or damage whatsoever for injury or death to persons or damage to property or for any other consequential, economic or incidental loss arising out of or related in any way to the Equipment and Software or its performance, or to the performance of installation, repairs, or any other services by ScriptPro Personnel, regardless of whether ScriptPro Personnel have been advised of the possibility of such cause, loss, action, claim, or damage, except this limitation shall not apply to the negligence or any failure to perform under this agreement by ScriptPro Personnel."
  
- 3) The parties agree that all other terms of the Rental Agreement remain unchanged.

SAN MATEO COUNTY

\_\_\_\_\_  
Rose Jacobs Gibson  
President, Board of Supervisors  
San Mateo County  
\_\_\_\_\_  
Customer

  
\_\_\_\_\_  
ScriptPro

Prepared By: SEB

Date: August 7, 2003

<b>ScriptPro USA Inc.</b> ("ScriptPro")	<b>Customer Name &amp; Billing Address</b> ("Customer")	<b>Name &amp; Delivery Address (if : nt)</b> ("Customer Site")
Mailing Address:	<u>San Mateo County Health Center</u>	
<u>5828 Reeds Road</u>	<u>222 West 39th Avenue</u>	
<u>Mission, KS 66202</u>	<u>San Mateo, CA 94403-4398</u>	
Attn: Contracts Dept.	<u>Patricia Nero</u>	
	<u>San Mateo County Health Center</u>	
	Customer Legal Name:	
	<u>94-6000532</u>	
	Customer Federal Tax ID#:	

Customer Support Package ("Support Package")	# Units	Unit Monthly Payment	Total Monthly Payment
<u>SP 200 All Inclusive Customer Support</u>	<u>1</u>	<u>\$465.00</u>	<u>\$465.00</u>

(plus applicable sales and use taxes)

**Additional Support:** Additional Customer Support Packages may be added by execution of a Supplement to Rental Customer Support Agreement ("Supplement") listing the Additional Customer Support Package(s) ordered and the monthly payment. All other terms of this Agreement shall apply to the Customer Support Package(s) listed on the Supplement. The monthly payments shall be made concurrently with the Monthly Payment under the related Supplement to Rental Agreement.

Customer agrees to all the terms and conditions shown above and on the reverse side of this Agreement. These terms and conditions are a complete and exclusive statement of the agreement between Customer and ScriptPro and may only be modified by a written agreement signed by both, and not by course of performance. This Agreement supersedes all prior agreements and understandings with respect to the subject matter contained herein. No oral representation shall be binding unless agreed to by both parties and written into this Agreement. This Agreement shall be binding only after it has been signed by an authorized representative of ScriptPro. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Customer agrees that any delay or failure by ScriptPro to enforce its rights under this Agreement does not prevent ScriptPro from enforcing any rights at a later time. The parties agree that this Agreement cannot be cancelled except as provided for herein. This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Kansas, including, but not limited to, the Kansas Product Liability Act, and any claims filed shall be brought in the District Court of Johnson County, Kansas. By signing this Rental Customer Support Agreement, the persons below represent that they bind, and have the authority to bind, the respective parties to this Agreement.

<b>Customer</b>	<b>ScriptPro USA Inc., a Kansas Corporation</b>
Signature _____	Signature _____
<b>Attachment to Rental Agreement (R <u>54824</u>)</b>	
Print Name <u>Rose Jacobs Gibson</u>	Print Name <u>Michael E. Coughlin</u>
Title <u>President, Board of Supervisors</u>	Title <u>President &amp; CEO</u>
Date <u>San Mateo</u>	Date <u>8/5/03</u>

**ScriptPro Use Only:** Sales Associate: TV Date: \_\_\_\_\_

Attachments: A

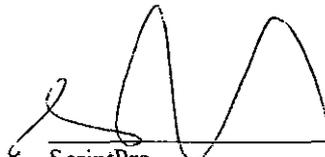
Purchase Order #: \_\_\_\_\_ Standing P.O. \_\_\_\_\_ Annual P.O. \_\_\_\_\_

**ATTACHMENT A**  
**TO SAN MATEO COUNTY HEALTH CENTER**  
**RENTAL CUSTOMER SUPPORT AGREEMENT RCS64850**

ScriptPro USA Inc. ("ScriptPro") and San Mateo County Health Center ("Customer") intend that the provisions of this Attachment A supplement or modify the terms of the above Rental Customer Support Agreement ("Rental Customer Support Agreement") between the parties as follows:

- 1) The ninth sentence in the full paragraph immediately preceding the signature block on page one of the Rental Customer Support Agreement shall be modified to read as follows: "This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of California and any claims filed shall be brought in the District Court of San Mateo County, California."
- 2) The parties agree that all other terms of the Rental Customer Support Agreement remain unchanged.

\_\_\_\_\_  
Customer

  
\_\_\_\_\_  
ScriptPro

### COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: ScriptPro  
 Contact Person: \_\_\_\_\_  
 Address: 5828 Reeds Road  
Mission, KS 66202-2740  
 Phone Number: 913.384.1008  
 Fax Number: 913.432.4735

### II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

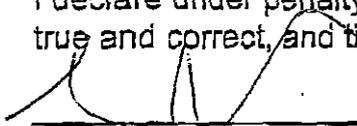
\*If the answer to one or both of the above is no, please skip to Section IV.\*

### III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

  
 \_\_\_\_\_  
 Signature

Michael E. Coughlin  
 \_\_\_\_\_  
 Name (Please Print)

President and CEO  
 \_\_\_\_\_  
 Title

8/8/03  
 \_\_\_\_\_  
 Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2003

PRODUCER (813) 498-9090  
American Sterling Insurance Services, Inc.  
10975 Grandview Drive  
Bldg. 27, Suite #100  
Overland Park, KS 66210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ScriptPro, LLC 5828 Reeds Road Mission, KS 66202-2740	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCC JR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	630516K2017	6/1/2003	6/1/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP516K2030	6/1/2003	8/1/2004	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 6,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	UB516K195A	6/1/2003	6/1/2004	WC STATU-TORY LIMITS: OTH-ER E.L. EACH ACC DENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 600,000 E.L. DISEASE - POLICY LIMIT \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder is named as Additional Insured when required by written contract with the named insured.

### CERTIFICATE HOLDER

San Mateo County  
222 W 39th Ave  
San Mateo, CA 94403-

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James M. Flynn*