

## Contract Generation Pipeline

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AGREEMENT 1.pdf

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# Enhanced Contract Generator Assistant



## Contract Configuration

### Step 2: Fill in Details

The title of the supply agreement.



SUPPLY AGREEMENT

The full name of the agreement as referenced in the introductory paragraph.



SUPPLY AGREEMENT

The date the agreement is made effective.



June 04, 1978

The full legal name of the Supplier.



Info, PVT.

The legal entity type of the Supplier.



an Indian corporation

The principal place of business address for the Supplier.



75 Street, Nagar, Bangalore, Atlanta, GA 30308

The short name or reference used for the Supplier throughout the agreement.



Seller

The full legal name of the Purchaser.



Midic, INC.

The legal entity type of the Purchaser.



a Minnesota corporation

The principal place of business address for the Purchaser.



700 Second Parkway, Minneapolis, MN 55432

The short name or reference used for the Purchaser throughout the agreement.



Purchaser

The term used to refer to a single party.



Party

The term used to refer to both parties collectively.



Parties



## Contract

 Current Contract  Mo

### Interactive Con

Describe the modification you

Example: Add a confide

 Apply Modification

### Batch Modificat

Apply multiple modificatio

Modification 1

Remove the confidentiali

Modification 2

change to bonus paymen

 Add Another Modific

Description of Supplier's experience in the WHEREAS clauses. ?

Supplier has considerable experience in the design and manufacture of microelectromechanical sensors

The name of the related License and Development Agreement. ?

License and Development Agreement

Reference to the date of the License Agreement. ?

of even date herewith

Description of the subject matter of the License Agreement as referenced in the WHEREAS clauses. ?

Supplier has agreed to develop a microelectromechanical sensor for use in connection with Purchaser's implantable leads and implantable powered devices to address impaired cardiac function and/or hypertension. in return for royalties on sales of

Description of Purchaser's wish to purchase sensors as referenced in the WHEREAS clauses. ?

Purchaser wishes to purchase from Supplier a supply of such sensors for incorporation by Purchaser into products for in human clinical studies and products for commercial sale

Description of Supplier's willingness to supply sensors as referenced in the WHEREAS clauses. ?

Supplier is willing to supply Purchaser with such sensors pursuant to the terms and conditions as set forth herein

The title of Article 1. ?

DEFINITIONS

Reference to the License Agreement for undefined capitalized terms. ?

License Agreement

The defined term in Section 1.1. ?

Affiliate

The ownership percentage threshold for defining an Affiliate. ?

fifty percent (50%)

The defined term in Section 1.2. ?

Certificate of Compliance

The section reference for the definition of Certificate of Compliance. ?

Section 3.1

The defined term in Section 1.3. ?

Change of Control

The shareholder ownership percentage threshold for a Change of Control event (merger/consolidation). ?

less than fifty percent (50%)

Reference to the Securities Exchange Act.



Securities Exchange Act of 1934

Reference to Rule 13d-3.



Rule 13d-3

Reference to the Securities Exchange Act.



Securities Exchange Act of 1934

Reference to Rule 13d-3.



Rule 13d-3

The acquisition ownership percentage threshold for a Change of Control event (acquisition without approval).



50%

Reference to the Securities Exchange Act.



Securities Exchange Act of 1934

Reference to Rule 13d-3.



Rule 13d-3

The acquisition ownership percentage threshold for a Change of Control event (acquisition).



more than fifty percent (50%)

The percentage of the Board required to be Continuity Directors.



50%

The defined term in Section 1.4.



[\*] Specifications

The exhibit reference for the Specifications.



Exhibit A

The defined term in Section 1.5.



Confidential Information

The term used for the party disclosing Confidential Information.



Discloser

The term used for the party receiving Confidential Information.



Recipient

The defined term in Section 1.6.



Defective Product

The section reference for the definition of Defective Product.



Section 3.3(a)

The defined term in Section 1.7.



Exclusivity Period

The agreement reference for the definition of Exclusivity Period.



License Agreement

The defined term in Section 1.8.



FDA

Description of the FDA.



the United States Food and Drug Administration, or any successor thereto having the administrative authority to regulate the marketing of medical devices in the United States

The defined term in Section 1.9.



FD&C Act

Description of the FD&C Act.



the United States Food, Drug and Cosmetic Act, as amended, and any regulations promulgated thereunder

The defined term in Section 1.10.



Good Manufacturing Practice” or “GMP

Description of Good Manufacturing Practice.



the then-current standards for the manufacture of medical devices, as set forth in the Food, Drug and Cosmetic Act, as amended, and applicable regulations and guidance promulgated thereunder, and any other laws or regulations

The defined term in Section 1.11.



Initial Cost

The number of units used to calculate the Initial Cost.



500 units

The defined term in Section 1.12.



Manufacturing Cost

The accounting standard used for calculating Manufacturing Cost.



U.S. generally accepted accounting principles

The maximum percentage for allocation of indirect costs in Manufacturing Cost calculation.



50%

The defined term in Section 1.13.



Qualified Vendor

The section reference for the requirements of a Qualified Vendor.



Section 2.10(b)

The defined term in Section 1.14.



## Quality Control Procedures

The section reference for the definition of Quality Control Procedures. ?

Section 3.1

The defined term in Section 1.15. ?

Regulatory Authority

Description of a Regulatory Authority. ?

the FDA in the United States and the equivalent regulatory authority or entity having the responsibility, jurisdiction, and authority to approve the manufacture, use, importation, packaging, labeling, marketing, and sale of medical devices in

The defined term in Section 1.16. ?

Regulatory Standards

Reference to the International Standards Organization. ?

International Standards Organization ("ISO")

The defined term in Section 1.17. ?

Specifications

Reference to the Work Plan document. ?

Work Plan

Reference to the Development Program. ?

Development Program

The defined term in Section 1.18. ?

Supply Deliverables

Description of the Supply Deliverables. ?

those MEMS sensors and any other sensor/capsule components of Supplier's MEMS sensor technology, as described in the final Specifications as of completion of the Development Program (or thereafter as modified and supplemented by

The title of Article 2. ?

SUPPLY OBLIGATIONS

The title of Section 2.1. ?

Manufacture and Supply

Section reference within Section 2.1. ?

Section 2.3

Reference to Midic Licensed Products. ?

Midic Licensed Products

The title of Section 2.2. ?

Forecasts

The time period prior to launch for the initial forecast. ?

3 months

The duration of the rolling forecast period.



3 fiscal quarters

Reference to the Forecast Period duration.



3 quarter period

Section reference within Section 2.2.



Section 2.3

The duration of the non-binding portion of the forecast.



three (3) fiscal quarters

The percentage limit on required supply relative to the non-binding forecast.



50%

Section reference within Section 2.2.



Section 3.3(c)

Section reference within Section 2.2.



Section 9.7

The percentage threshold for revising the forecast if orders exceed it.



50%

The department at Supplier to which forecasts are sent.



Supplier's materials planning department

The title of Section 2.3.



Orders

Section reference within Section 2.3.



Section 2.2

The time period within which Supplier must reject an order.



5 business days

Section reference within Section 2.3.



Section 2.2

The minimum lead time for requested delivery.



3 days

The period after the delivery date after which Purchaser may cancel orders.



3 days

Section reference within Section 2.3.



Section 3.3(c)

Section reference within Section 2.3.



Section 3.3(c)

The title of Section 2.4.



Requirements

Reference to the Back-Up Manufacturing Right.



Back-Up Manufacturing Right

The percentage of requirements Purchaser must purchase from Supplier.



one hundred percent (100%)

Reference to Midic Licensed Products.



Midic Licensed Products

The title of Section 2.5.



Packaging and Labeling

The title of Section 2.6.



Delivery

The title of Section 2.7.



Shipping; Risk of Loss

The Incoterm used for shipments.



FCA (Incoterms 2000)

The country where the shipping facility is located.



within the United States

Section reference within Section 2.7.



Section 3.3(c)

The title of Section 2.8.



Purchaser Materials

The notice period for additional Purchaser Materials.



10 days

The time period for replacing non-compliant Purchaser Materials.



5 days

The title of Section 2.9.



Third-Party Manufacturers

The notice period after the Second Milestone for identifying Qualified Vendors.



5 days

Section reference within Section 2.9.



Section 4.1(b)

The name of the Second Milestone.



## Second Milestone

The time period after the Second Milestone for maintaining Qualified Vendors. ?

5 days

The minimum number of Qualified Vendors Supplier must maintain. ?

5 Qualified Vendors

The maximum duration for a failure to maintain the minimum number of Qualified Vendors. ?

shorter than 3 days

Reference to the list identifying embargoed countries. ?

Office of Foreign Assets Control of the U.S. Department of Treasury

Reference to the Prohibited Parties Lists. ?

Prohibited Parties Lists maintained by the U.S. Departments of Treasury, State and Commerce

The exhibit reference for the list of Qualified Vendors. ?

Exhibit B

The title of Article 3. ?

QUALITY CONTROL; ACCEPTANCE AND REJECTION.

The title of Section 3.1. ?

Quality Control

Reference to the defined term Quality Control Procedures. ?

Quality Control Procedures

Reference to the defined term Certificate of Compliance. ?

Certificate of Compliance

The title of Section 3.2. ?

Samples; Quality Control Audits

The minimum period for retaining sample units. ?

10 years

The title of Section 3.3. ?

Acceptance and Rejection

Reference to the defined term Defective Product. ?

Defective Product

Section reference within Section 3.3. ?

Section 6.2



The time period for notifying Supplier of Defective Products visible upon inspection.	?
5 days	
Section reference within Section 3.3.	?
Section 3.3(b)	
The time period after initial acceptance for discovering hidden defects.	?
[*] days	
Section reference within Section 3.3.	?
Section 3.3(a)	
The time period for notifying Supplier of hidden defects.	?
5 day period	
Section reference within Section 3.3.	?
Section 4.5	
Article reference within Section 3.3.	?
Article 7	
Section reference within Section 3.3.	?
Section 6.2	
The maximum time period for Supplier to review Defective Product claims.	?
10 days	
Reference to the term Returned Material Authorization.	?
RMA	
Section reference within Section 3.3.	?
Section 3.4	
The time period for returning allegedly Defective Product after receiving an RMA.	?
5 business days	
The time period for Supplier to replace Defective Product.	?
[*] weeks	
Section reference within Section 3.3.	?
Section 3.4	
Section reference within Section 3.3.	?
Section 3.3(c)	
The title of Section 3.4.	?
Independent Testing	
The title of Section 3.5.	?
Specifications	

Reference to the Development Program. ?

Development Program

The name of the notice delivered by Purchaser regarding Specification changes. ?

Purchaser's Change Notice

The title of Article 4. ?

REGULATORY MATTERS

The title of Section 4.1. ?

Compliance with Laws

The title of Section 4.2. ?

Records

The minimum period for retaining records. ?

10 years

Reference to the Back-Up Manufacturing Right. ?

Back-Up Manufacturing Right

The title of Section 4.3. ?

Customer Complaints

Reference to Midic Licensed Products. ?

Midic Licensed Products

The title of Section 4.4. ?

Adverse Events

Reference to Midic Licensed Products. ?

Midic Licensed Products

The title of Section 4.5. ?

Recall

Reference to Midic Licensed Product. ?

Midic Licensed Product

The title of Article 5. ?

PRICES AND PAYMENT.

The title of Section 5.1. ?

Price

The first multiplier for calculating the transfer price. ?

2 times

The second multiplier for calculating the transfer price. ?

4 times

The title of Section 5.2.	?
Invoice and Payment	
The currency for payments.	?
U.S. Dollars	
The payment terms in days.	?
[*] days	
The title of Section 5.3.	?
Sharing of Cost Savings	
The time period after delivery of a certain unit quantity to calculate Initial Cost.	?
5 days	
The unit quantity triggering the Initial Cost calculation.	?
100 unit	
The time period after each fiscal quarter to calculate Manufacturing Cost.	?
5 days	
The name of the notification regarding Manufacturing Cost.	?
Cost Notice	
The formula for calculating the bonus payment.	?
Bonus Payment = 10% Mfg. Cost + 0.1% sales	
Section reference within Section 5.3.	?
Section 4.4	
The minimum delay period for bonus payment after receiving a Cost Notice.	?
5 days	
The title of Section 5.4.	?
Records; Audit	
The minimum period for retaining audit-related records.	?
10 years	
The maximum frequency for audits.	?
once per calendar year	
The overpayment threshold triggering Supplier reimbursement of audit costs.	?
[*]	
Article reference within Section 5.4.	?
Article 8	
Section reference within Section 5.4.	?
Section 8	

The title of Article 6.	?
REPRESENTATIONS AND WARRANTIES.	
The title of Section 6.1.	?
Mutual Representations and Warranties	
The title of Section 6.1(a).	?
Due Authorization	
The title of Section 6.1(b).	?
Enforcement of Obligations	
The title of Section 6.1(c).	?
No Conflict	
The title of Section 6.2.	?
Manufacturing Warranty	
Reference to the FD&C Act.	?
FD&C Act	
Subject of the warranty exclusion in Section 6.2(i).	?
Purchaser Materials	
Section reference within Section 6.2(ii).	?
Section 6.2(a)	
Section reference within Section 6.2.	?
Sections 4.4	
Section reference within Section 6.2.	?
4.5	
Article reference within Section 6.2.	?
Article 7	
Section reference within Section 6.2.	?
Section 3.3(c)	
The title of Section 6.3.	?
Additional Representations and Warranties of Supplier	
Reference to the FDA.	?
FDA	
Reference to the FDA.	?
FDA	
The title of Section 6.4.	?

Disclaimer of Warranty.

The title of Article 7.



INDEMNIFICATION.

The title of Section 7.1.



Indemnity by Supplier

Reference to the group of indemnified parties for Purchaser.



Purchaser Indemnitees

Reference to the defined term Losses.



Losses

Subject of the indemnity exception in Section 7.1(iii).



Purchaser Materials

Reference to the Specifications in Section 7.1(iii).



[\*] Specifications

The title of Section 7.2.



Indemnity by Purchaser

Reference to the group of indemnified parties for Supplier.



Supplier Indemnitees

Reference to the defined term Losses.



Losses

Subject of the indemnity exception in Section 7.2(b).



Purchaser Materials

Subject of the indemnity exception in Section 7.2(c).



Purchaser Materials

Section reference within Section 7.2.



Section 7.1

The title of Section 7.3.



Indemnification Procedures

Article reference within Section 7.3.



Article 7

The time period for the indemnifying party to notify election to settle/defend.



10 days

The minimum notice period before a pleading/filing is due.



5 days

The time period for the indemnifying party to notify election to settle/defend.



10 days

The time period for the indemnifying party to notify election to settle/defend.



10 days

Reference to an exception within Section 7.3.



(iii) above

The title of Article 8.



CONFIDENTIALITY.

The title of Section 8.1.



Confidentiality

Reference to the License Agreement.



License Agreement

Article reference within Section 8.1.



Article 6

Reference to a Triggering Event.



Triggering Event

Article reference within Section 8.1.



Article 8

The title of Article 9.



TERM AND TERMINATION.

The title of Section 9.1.



Term

Article reference within Section 9.1.



Article 9

The name of the related Stock Purchase Agreement.



Series C Stock Purchase Agreement

The type of stock referenced in the Stock Purchase Agreement.



Series C shares

The title of Section 9.2.



Material Breach

The time period to cure a material breach.



sixty (60) days

The title of Section 9.3.



Relationship to License Agreement

Reference to the Development Program.



Development Program	
Reference to the License Agreement.	?
License Agreement	
The title of Section 9.4.	?
Post-Exclusivity	
The notice period for termination after the Exclusivity Period.	?
sixty (60) days	
The title of Section 9.5.	?
By Supplier	
The notice period for termination by Supplier.	?
two hundred seventy (270) days	
Section reference within Section 9.5.	?
Section 9.8	
Reference to the Back-Up Manufacturing Right.	?
Back-Up Manufacturing Right	
The title of Section 9.6.	?
Purchaser's Last-Time Buy Rights	
The first time period for exercising last-time buy rights.	?
15 days	
Section reference within Section 9.6.	?
Section 9.4(a)	
The second time period for exercising last-time buy rights.	?
10 days	
Section reference within Section 9.6.	?
Section 9.6	
The multiplier for the last-time buy quantity limit.	?
3 times	
The fraction of units to be delivered within the first period.	?
2/3	
The first delivery period for last-time buy units.	?
10 days	
The second delivery period for last-time buy units.	?
10 days	
The title of Article 10.	?
GENERAL TERMS.	

The title of Section 10.1. ?

Governing Law; Dispute Resolution

The state whose laws govern the agreement. ?

the State of Delaware

Section reference within Section 10.1(a). ?

Section 10.1(b)

The state for exclusive jurisdiction. ?

the State of Minnesota

The county for exclusive jurisdiction. ?

Anoka County

Section reference within Section 10.1(a). ?

Section 10.5

The role of the Supplier representative for dispute resolution. ?

President of Supplier

The role of the Purchaser representative for dispute resolution. ?

President of Midic Cardiac Rhythm Management or his or her designee

The term used for the dispute resolution representatives. ?

Relationship Manager

The time period after notice to refer a dispute. ?

[\*] business days

The time period after referral to begin dispute discussions. ?

[\*] business days

The title of Section 10.2. ?

Use of Name

The title of Section 10.3. ?

LIMITATION OF LIABILITY.

The title of Section 10.4. ?

Independent Parties.

The title of Section 10.5. ?

Notice.

The deemed receipt period for notice sent by certified mail. ?

four (4) days

The deemed receipt period for notice sent by overnight courier. ?



one (1) business day

The name for Supplier notices.



Cimens, Inc.

The address for Supplier notices.



75 Central Street, N.W., Suite 400  
Atlanta, GA 30308

The attention person/department for Supplier notices.



CEO

The name for Purchaser notices.



Midic, Inc.

The address for Purchaser notices.



710 Second Parkway, N.E. Minneapolis, MN 55432

The attention person/department for Purchaser notices.



General Counsel

The title of Section 10.6.



Severability.

The title of Section 10.7.



Waiver.

The title of Section 10.8.



Entire Agreement; Amendment.

The name of a prior agreement superseded by this one.



Confidential Disclosure Agreement

The date of a prior agreement superseded by this one.



April 27, 2005

The name of a prior agreement superseded by this one.



Confidential Disclosure Agreement

The date of a prior agreement superseded by this one.



June 24, 2002

Article reference within Section 10.8.



Article 8

The title of Section 10.9.



Nonassignability; Binding on Successors.

The title of Section 10.10.



Excused Performance.

The defined term for excused performance events.	?
Force Majeure	
The maximum duration for excused performance due to Force Majeure.	?
[*]	
Reference to the Back-Up Manufacturing Right.	?
Back-Up Manufacturing Right	
Section reference within Section 10.10(b).	?
Section 2.4(e)	
Section reference within Section 10.10(b).	?
Section 2.3	
Reference to the Back-Up Manufacturing Right.	?
Back-Up Manufacturing Right	
Section reference within Section 10.10(b).	?
Sections 2.4(a) or 2.4(b)	
The title of Section 10.11.	?
Publicity.	
Reference to specific regulatory rules regarding publicity.	?
applicable SEC rules and regulations	
The title of Section 10.12.	?
Counterparts.	
The name of the Supplier in the signature block.	?
CIMENS, INC.	
The name of the Purchaser in the signature block.	?
MIDIC, INC.	
The name of the person signing for the Supplier.	?
David Ross	
The title of the person signing for the Supplier.	?
CEO	
The date the Supplier signed the agreement.	?
11/17/2015	
The name of the person signing for the Purchaser.	?
Michael Davis	
The title of the person signing for the Purchaser.	?
CFO	
The date the Purchaser signed the agreement.	?

11/17/2015

The title of Exhibit A.



EXHIBIT A

The content title of Exhibit A.



PRODUCT SPECIFICATIONS

Header for the first column in the Exhibit A table.



Product ID

Header for the second column in the Exhibit A table.



Product

Header for the third column in the Exhibit A table.



Current Consumption (uA)

Header for the fourth column in the Exhibit A table.



Price Per Thousand Unit

Header for the fifth column in the Exhibit A table.



Lead Time (days)

Data for the first row in the Exhibit A table.



YU48923408 3-axis sensor 130 \$2.95 3-5

Data for the second row in the Exhibit A table.



YU48342024 3-axis sensor 150 \$3.00 3-5

Data for the third row in the Exhibit A table.



YU48935636 3-axis sensor 170 \$3.00 3-5

Data for the fourth row in the Exhibit A table.



YU48926455 3-axis sensor 190 \$3.05 3-5

Data for the fifth row in the Exhibit A table.



YU48925334 3-axis sensor 250 \$3.10 3-5

Data for the sixth row in the Exhibit A table.



YU48926344 6-axis sensor 170 \$3.10 3-5

Data for the seventh row in the Exhibit A table.



YU44323408 6-axis sensor 190 \$3.10 3-5

Data for the eighth row in the Exhibit A table.



YU65923408 6-axis sensor 250 \$3.25 3-5

Data for the ninth row in the Exhibit A table.



YU25345892 9-axis sensor 170 \$3.15 7-10

Data for the tenth row in the Exhibit A table.



YU23902184 9-axis sensor 190 \$3.15 7-10

Data for the eleventh row in the Exhibit A table. ?

YU65302919 9-axis sensor 250 \$3.50 7-10

The title of Exhibit B. ?

EXHIBIT B

The content title of Exhibit B. ?

QUALIFIED VENDORS

Header for the first list in Exhibit B. ?

California

First vendor name in the California list. ?

XXfer, Inc.

Second vendor name in the California list. ?

XXme, Inc

Third vendor name in the California list. ?

XXion, Inc.

Header for the second list in Exhibit B. ?

Georgia

First vendor name in the Georgia list. ?

XXma, Inc.

Second vendor name in the Georgia list. ?

XXtion, Inc.

Third vendor name in the Georgia list. ?

XXon, Inc.

 Generate Contract