

VALLEY HEALTH SYSTEM PURCHASE ORDER TERMS AND CONDITIONS

The following Valley Health System Purchase Order Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties. In the absence of such an agreement, then these Terms provide Seller with the guidelines and legal stipulations of its purchase order ("Order") with Purchaser for the goods and/or services that are described in the Order. Orders include those submitted on a form purchase order and/or through the GHX System. As used herein, the term "Purchaser" means the entity buying the goods or services, including without limitation the entity designated in the "Hospital" box on the face of an Order; or, for an Order submitted through the GHX system, the entity designated as "Buyer" or listed under the "Bill to Address" field. The term "Seller" means the entity providing the goods or services, including without limitation, the entity designated in the "Vendor" box on the face of an Order or, for an Order submitted through the GHX system, the entity designated as "Supplier." The Order and the Terms shall be referred to collectively herein as the "Agreement."

1. OFFER AND ACCEPTANCE: The Agreement constitutes Purchaser's offer to Seller, which Purchaser may revoke at any time prior to Seller's acceptance. The Agreement is not an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in the Agreement to any such offer to sell, quotation, or proposal will not constitute a modification of any part of the Agreement. Terms and conditions different from or in addition to those set forth in the Agreement, whether contained in any written confirmation, acknowledgment of the Agreement, or with delivery of any goods or services under the Agreement, or otherwise, will not be binding on Purchaser and Purchaser hereby rejects them. Seller's full or partial performance of the Order will constitute Seller's agreement to be bound by and comply with all of the Agreement's terms, conditions, and requirements, including any other documents referred to in the Agreement.

2. DEFAULT: Time is of the essence for this Agreement. Purchaser may by written notice of default to Seller (a) terminate all or any part of the Agreement if Seller fails to perform, or so fails to make progress as to endanger performance of the Agreement in accordance with its requirements, including meeting the delivery schedule; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Seller will continue performance of the Agreement to the extent not terminated and will be liable to Purchaser for any excess costs for such similar goods or services that were obtained by Purchaser. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case an equitable reduction in the Agreement's price will be negotiated. The rights and remedies of Purchaser provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law, at equity or under the Agreement.

3. PRICE: This Agreement must not be filled at a price higher than shown in the Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by Purchaser. If Seller reduces its price for the same or similar goods and/or services in comparable quantities during the term of this Agreement, Seller shall correspondingly reduce the price of goods and/or services sold thereafter to Purchaser under this Agreement.

4. INVOICES, PAYMENT, AND TAXES: Invoices shall be rendered on completion of services or acceptance of goods and shall contain the purchase order number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Payment shall be due within forty-five (45) days of receipt of an invoice. All claims for money due or to become due from Purchaser shall be subject to deduction by Purchaser for any setoff or

counterclaim arising out of this or any other of Purchaser's or its affiliates' orders with Seller or any of its affiliates. Seller recognizes that Purchaser will be treated as a tax exempt entity and it shall exclude taxes that are excludable under Purchaser's tax exempt status. Purchaser will provide Seller with its exemption certificate upon request.

5. PACKAGING: Seller shall properly package goods for safe shipment to the Purchaser. A notice of shipment shall be sent to Purchaser at the time the goods are shipped which shall state the purchase order number, description of goods, the Seller's name, and the carrier and route by which the shipment is being made.

6. INSPECTION: All goods are subject to inspection and testing by Purchaser after delivery. If the goods are to be incorporated into computer hardware or other operating facility, Purchaser's inspection and testing of the goods may be made under operating conditions after the goods have been installed. If upon inspection or testing such goods or any portion thereof are found to be non-conforming, unsatisfactory, defective or of inferior quality or fail to meet any operating or other specifications or any other requirement of this Agreement, then without prejudice to any other rights or remedies, Purchaser may return the goods or any part thereof to Seller, and all amounts paid by Purchaser to Seller on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the return of such goods, shall be repaid to Purchaser by Seller. Neither the inspection nor failure to make inspection nor acceptance of goods shall release Seller from any of the warranties or other provisions of this Agreement nor impair Purchaser's right to reject non-conforming goods. Purchaser reserves the right, even after it has paid for and accepted said goods, to make a claim against Seller on account of any goods which do not prove to be satisfactory or are defective, irrespective of Purchaser's failure to notify Seller of a rejection of non-conforming goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming goods after revocation of acceptance thereof.

7. WARRANTIES: Seller represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Seller will convey clear title to Purchaser; (b) all services are performed on a professional basis, consistent with best practices in the industry; in a workmanlike and expeditious manner; free from all defects; are fit for the particular purposes for which they are acquired; and are provided in strict accordance with the specifications or other requirements provided, approved, or adopted by Purchaser including but not limited to any documentation provided by Seller and any of Seller's published documentation, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and the goods are provided in strict accordance with the specifications, samples, drawings, designs or other requirements provided, approved, or adopted by Purchaser, including but not limited to any documentation provided by Seller and any of Seller's published documentation, and (d) the prices for the goods or services sold to Purchaser under this Agreement are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in comparable quantities. In the event Seller purchases or procures any third party products or services for Purchaser in connection with Seller's provision of goods and/or services under this Agreement, in addition to the foregoing warranties, Seller shall pass-through or assign to Purchaser the rights Seller obtains from the manufacturers and/or vendors of such third party products or services (including warranty and indemnification rights), all to the extent that such rights are assignable. Seller shall replace or correct, at Purchaser's option and at Seller's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within five (5) days from the date the Purchaser notifies Seller of the defect or defects, Purchaser may

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either (i) make such corrections or replace such goods and charge Seller for all costs incurred by Purchaser, or (ii) revoke its acceptance of the goods in which event Seller shall be obligated to refund the purchase price and make all necessary arrangements, at Seller's cost, for the return of the goods to Seller. All warranties of Seller herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser. Any attempt by Seller to limit, disclaim, or restrict these warranties or any remedies of Purchaser will be null, void, and ineffective without Purchaser's written consent.

8. PATENTS, TRADEMARKS, AND COPYRIGHTS: Seller represents and warrants to Purchaser that the manufacture, sale or use of the goods and any services covered by this Agreement, whether manufactured in accordance with Purchaser's specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright and Seller shall indemnify Purchaser, as set forth in Paragraph 9 in connection with any Infringement Claims.

9. INDEMNIFICATION: Seller shall indemnify, defend, and hold harmless Purchaser and its parent, affiliates, and subsidiaries, and their respective officers, trustees, employees, and agents, from and against any and all losses, costs, damages (including but not limited to direct, indirect, special, exemplary, incidental and/or consequential damages), liabilities and expenses (including reasonable attorneys' fees) incurred as a result of any claim arising out of or relating to (a) Seller's breach of any representations, warranties, and/or other obligations under this Agreement; (b) the acts or omissions of Seller, its employees, agents, subcontractors or consultants, and/or (c) any claim that use or possession of the goods and/or services infringes any patent, copyright, trademark, trade secret or other intellectual property rights ("Infringement Claims"). In addition, for Infringement Claims, Seller will, at its own expense and at Purchaser's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price.

10. LIMITATION OF LIABILITY: PURCHASER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY PURCHASER FOR THE GOODS AND/OR SERVICES. IN NO EVENT SHALL PURCHASER AND ITS PARENT, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. COMPLIANCE WITH LAWS: Seller represents and warrants that it shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations in its provision of goods and/or services under this Agreement.

12. CONFIDENTIAL INFORMATION: Notwithstanding any document marking to the contrary, any knowledge or information that the Seller has disclosed or may later disclose to Purchaser, and which in any way relates to the goods or services covered by this Agreement will not, unless otherwise specifically agreed to in writing by Purchaser, be deemed to be confidential or proprietary information, and will be acquired by Purchaser, free from any restrictions. In the course of providing goods and/or services under this Agreement, Seller may acquire or gain access to certain of Purchaser's confidential or proprietary information ("Confidential Information"). Such Confidential Information shall include all information related to Purchaser's business, finances, operations and/or any materials that a reasonable person would recognize from

the surrounding facts and circumstances to be proprietary or confidential. Seller shall (a) hold Purchaser's Confidential Information in trust and confidence and (b) not disclose any Confidential Information to any third party without the written authorization of Purchaser. Upon completion of this Agreement, Seller shall return any and all documents and/or other materials that contain Purchaser's Confidential Information. Seller shall notify Purchaser promptly and prior to disclosure if it believes it is compelled by law to disclose Purchaser's Confidential Information, in order to allow Purchaser to seek a protective order or other remedy.

13. INSURANCE: Seller shall maintain, at its sole cost and expense: (a) Workers' Compensation insurance as required under applicable law; (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence/\$3,000,000 in the annual aggregate; (c) electronic data liability coverage and cyber insurance coverage with limits of not less than \$1,000,000 per occurrence/\$2,000,000 in the annual aggregate (if Seller will create, receive, maintain, transmit, or store any protected health information, patient records, other personally identifiable information and/or Confidential Information); (d) products liability and errors and omissions liability coverage with limits of not less than \$1,000,000 per occurrence/\$2,000,000 in the annual aggregate; and (e) crime coverage, including employee dishonesty, with limits of not less than \$1,000,000 per occurrence. Seller shall include Purchaser as an additional insured on its commercial general liability insurance. Each insurance policy shall not be cancelable or materially modified during the term of this Agreement without Purchaser receiving at least thirty days' prior written notice. For any claims related to this Agreement, Seller's insurance coverage shall be primary insurance for Purchaser. Any insurance or self-insurance maintained by Purchaser shall be excess of Seller's insurance and shall not contribute with it. Upon execution of this Agreement and upon request, Seller shall provide Purchaser a certificate of insurance evidencing such coverage.

14. TERM AND TERMINATION: Any term associated with this Agreement shall be the timeframe reflected in the Agreement. Purchaser may terminate all or any part of this Agreement for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability will be limited to charges that were incurred prior to termination. This Agreement shall terminate automatically, if Seller becomes insolvent or the subject of a proceeding relating to bankruptcy or the relief of debtors.

15. BUSINESS ASSOCIATE AGREEMENT: To the extent applicable, each party agrees that it will comply in all material respects with all federal and state mandated laws and regulations applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time. If Purchaser and Seller have entered into a Business Associate Agreement, then, the Business Associate Agreement is incorporated herein by reference and, in the event of a conflict between the terms of the Business Associate Agreement and the Agreement concerning Protected Health Information, the Business Associate Agreement shall control.

16. TRANSPORTATION: Goods supplied under this Agreement shall be shipped FOB Destination, with shipping, handling, and insurance charges pre-paid by Seller no later than the delivery date indicated in the Agreement. If goods are lost or damaged in shipping or delivery, Seller will file claims for damages with the carrier and promptly replace damaged goods, regardless of the status of such claims. Title and risk of loss shall not pass to Purchaser until delivery of the goods to the location designated in the Agreement and acceptance by Purchaser. If Purchaser rightfully rejects the goods or revokes its acceptance, risk of loss and title shall be deemed to

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have remained with Seller. The responsibility for return shipping costs and insurance will be assumed by Seller.

17. ASSIGNMENT: Seller shall not have the right to assign this Agreement nor any of its rights or obligations hereunder without the prior written consent of Purchaser. Any attempted or purported assignment in violation of this provision shall be null and void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, heirs and legal representatives.

18. REMEDIES: Each of the rights and remedies reserved to Purchaser in this Agreement shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Purchaser in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Purchaser shall be deemed to be a waiver of any such right or remedy.

19. USE OF NAME: Seller will not use Purchaser's name, logo, likeness, trademarks, image or other intellectual property without Purchaser's prior written consent.

20. GOVERNING LAW: This Agreement will be interpreted under and governed by the laws of the State of New Jersey without regard to its conflict of law principles.

21. SURVIVAL: Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement.

22. WAIVER: The failure of Purchaser to insist upon strict adherence to any term, covenant or condition of this Agreement on any occasion shall not be considered a waiver or relinquishment of any right of Purchaser to insist upon strict performance of that term, covenant, or condition, or any other term, covenant or condition, of this Agreement at any time thereafter.

23. MODIFICATION: PURCHASER EXPRESSLY RESERVES THE RIGHT TO UNILATERALLY MODIFY THESE TERMS AT ANYTIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE TO SELLER. ANY SUCH UNILATERAL MODIFICATIONS WILL BE MADE IN GOOD FAITH AND APPLY PROSPECTIVELY. SELLER EXPRESSLY AGREES TO BE BOUND BY SUCH UNILATERAL MODIFICATIONS THAT PURCHASER MAKES PURSUANT TO THIS PROVISION. Purchaser will not be bound to and specifically objects to, any terms, and/or conditions that are different from or in addition to those set forth in the Agreement unless Purchaser specifically agrees to such terms, conditions, or provisions in writing.

24. ONSITE PERSONNEL AND VENDOR CREDENTIALING: Seller's personnel onsite at any of Purchaser's premises shall comply with all of Purchaser's applicable policies. If Seller's personnel may be onsite in patient care areas, Seller shall first perform a health screening; drug screening; and criminal background check for such personnel, in accordance with Purchaser's requirements. Seller acknowledges and agrees that, as a condition precedent to its provision of onsite services to Purchaser, it may be required to register with and pay an annual registration and monitoring fee to Vendormate, Inc., a division of Global Healthcare Exchange, LLC, a vendor credentialing service which screens and monitors vendors for compliance with Purchaser's policies and procedures. To the extent Seller's personnel will be entering a surgical suite, Seller's personnel may be required to wear REPSRUBS® that can be purchased through Purchaser's SCRUBPORT®.

25. THIRD PARTY BENEFICIARY: The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement. Notwithstanding the foregoing, Valley Physician Services, Inc. ("VPS, Inc.") is the management services organization for Valley Physician Services, PC ("VPS, PC") and the parties agree that, when the Purchaser is VPS, Inc., VPS, PC is an intended third-party beneficiary and it may enforce this Order as if a party hereto.

26. NOTICES: Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices to Purchaser shall be sent to the Valley Health System, 15 Essex Road, Suite 410, Paramus, New Jersey 07450, Attention: Purchasing Department and to Seller at its address as set forth in the Order, or at such other address as either party may designate in writing to the other party.

27. SEVERABILITY: If any of the provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

28. PARAGRAPH TITLES: The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Agreement.

29. ENTIRE AGREEMENT: This Agreement (and any documents incorporated by reference in this Agreement) is intended by the parties as a final, complete, and exclusive statement of the terms of their agreement, and it supersedes any and all prior agreements, understandings or arrangements, whether oral or written. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of the Agreement.

30. ACCESS TO BOOKS AND RECORDS: In the event that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Agreement, Seller agrees as follows: (a) until the expiration of four years after the furnishing of such services pursuant to this Agreement, the Seller shall make available, upon written request by the Secretary of the federal Department of Health and Human Services ("Secretary") or upon request by the Comptroller General of the United States ("Comptroller"), or any of the duly authorized representatives, this Agreement, and books, documents and records of the Seller that are necessary to certify the nature and extent of the cost of services pursuant to this Agreement; and (b) if the Seller carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

31. SUBCONTRACTORS: Seller shall not subcontract with any other person or entity for or delegate to any other person or entity, any of its responsibilities under this Agreement without the prior written consent of Purchaser. Notwithstanding the foregoing, to the extent Purchaser permits Seller to subcontract, Seller will remain fully responsible for such subcontractor's conduct and performance; and Seller shall ensure that subcontractor agrees in writing to adhere to the obligations imposed by this Agreement on Seller. All of Purchaser's rights and remedies under this Agreement, including but not limited to indemnification, shall be fully enforceable against Seller, even if the act or omission relates to a subcontractor.

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32. AUTHORITY TO CONTRACT: Seller represents and warrants that it has authority to undertake the obligations stated herein.

34. INDEPENDENT CONTRACTORS: This Agreement is not intended to create nor shall be deemed or construed to have created any relationship between the parties other than that of independent contractors. Neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

35. DISCRIMINATION: Each party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color, nationality, national origin, ancestry, disability, marital status, sex, gender identity or expression, affectional or sexual orientation, domestic partnership or civil union status, handicap, age, pregnancy status or military status. Both parties shall comply with all federal and state statutes, and all rules and regulations promulgated thereunder concerning discrimination, including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C.A. § 2000, et seq. and the New Jersey Law Against Discrimination, in connection with their respective obligations pursuant to this Agreement.

36. EXCLUSION CHECK: Seller represents and warrants that it has not and is not currently proposed to be, and to its reasonable knowledge, any individual or entity that it employs or contracts with ("Agent") has not been and is not currently proposed to be: (i) debarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal or state health care and procurement programs (collectively "Debarment" or "Debarred", as applicable); (ii) the subject of criminal or civil sanctions, penalties or fines for an offense related to federal or state health care and procurement programs, health insurance or other health care (collectively "Sanction" or "Sanctioned"). Seller shall not knowingly hire any Agent who has been so Debarred or Sanctioned and shall make reasonable inquiry into the status of any Agent who provides services related to this Agreement at minimum by conducting reasonable background checks and reviewing the Health and Human Services-Office of Inspector General List of Excluded Individuals/Entities ("LEIE"), General Services Administration System for Award Management ("GSA-SAM") and any applicable State exclusion list.

In the event that any such Debarment or Sanction arises during the term of this Agreement or Seller becomes aware that the above representations are inaccurate, Seller will promptly notify Purchaser in writing of the details of such Debarment or Sanction, and promptly replace any Debarred or Sanctioned Agent which may be related to this Agreement. Purchaser may terminate this Agreement without penalty in the event that replacement of the Debarred or Sanctioned Agent would not cure the Debarment or Sanction or other ineligibility.

37. EXCESS PRODUCTS: Seller shall not supply any goods in excess of the quantity ordered by Purchaser ("Excess Products"). If Seller sends Excess Products, Purchaser shall have no obligation with respect to the Excess Products, including without limitation any obligation to pay for such Excess Products. Purchaser may choose to return the Excess Products at Seller's risk and expense or hold the Excess Products at Seller's risk and expense. In addition to all other rights Purchaser has, it may charge Seller all expenses of unpacking, examining, re-packing, and re-shipping such Excess Products if it chooses to return the Excess Products (collectively "Excess Product Costs"). Purchaser specifically reserves the right to set-off such Excess Product Costs against any amounts owed by Purchaser to Seller.