

SENTARA HEALTH PURCHASE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.2. "Company Confidential Information" means any Company Intellectual Property, trade secrets, technology, and these Purchase Terms and Conditions. Company Confidential Information shall not include information that: (a) Sentara lawfully knew without restriction prior to receipt of such information from Company; (b) is or becomes generally known by the public other than by breach of these Purchase Terms and Conditions by, or other wrongful act of, Sentara; (c) is developed by Sentara independently of, and without reference to, any Company Confidential Information; or (d) is received from a third party who is not under any obligation of Company to maintain the confidentiality of such information.
- 1.3. "Company Products" means any products provided to Sentara under this Purchase Agreement, including software programs and/or equipment, as well as associated Documentation, or any portion thereof.
- 1.4. "Confidential Information" means either Sentara Confidential Information and/or Company Confidential Information.
- 1.5. "Debarred" means an individual or company listed on the General Services Administration (GSA) exclusion lists, handled via the System for Award Management (SAM), including those listed on the List of Excluded Individuals/Entities (LEIE), which is maintained by the Office of Inspector General (OIG).
- 1.6. "DOCxdirect" is a purchasing program for physicians in the communities served by Sentara to lower their operational supply costs. DOCxdirect program participants are independent physician offices and are not Affiliates of Sentara. DOCxdirect participants only benefit from Sentara base pricing excluding markup. Sentara's assigned distributors then use the base price plus Sentara's agreed upon markup to provide Company Products and pricing to DOCxdirect participants.
- 1.7. "Documentation" means all installation manuals, user manuals and technical manuals for the Company Products, and any other documents, literature and writings, whether hard copy or electronic, describing the features and functions of the Company Products, including without limitation, marketing materials provided by Company to Sentara. Current seller and/or manufacturer catalogs, parts inventory, operator and service manuals, and price list, if applicable, will be made available for all items covered by this Purchase Agreement in two (2) copies at no additional charge.
- 1.8. "Failure to Supply Period" means the period when a Company does not meet its product or services obligations.
- 1.9. "Intellectual Property" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other Sentara Confidential Information or Company Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 1.10. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.11. "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.
- 1.12. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.13. "Order" means any ordering instrument (including statements of work), pursuant to this Purchase Agreement, used for acquiring Company Products, describing the Company Products to be acquired and the applicable fees.
- 1.14. "Sentara Confidential Information" means any information that is treated as confidential by Sentara, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, enterprise resource planning data, information pertaining to Sentara customers and marketing, and information related to Protected Health Information, as defined in Section 8.4, of Sentara's patients. Sentara Confidential Information shall not include information that: (a) Company lawfully knew without restriction prior to receipt of such information from Sentara; (b) is or becomes generally known by the public other than by breach of these Purchase Terms and Conditions by, or other wrongful act of, the Company; (c) is developed by the Company independently of, and without reference to, any Sentara Confidential Information; or (d) is received from a third party who is not under any obligation of Sentara to maintain the confidentiality of such information.
- 1.15. "Subcontractor" means a person or business, which has a contract (as an "independent contractor" and not an employee) with a contractor to provide some portion of the work or services on a project, which the contractor has agreed to perform. This shall include contracted product and /or service representatives, self-employed agents, or anyone else deemed a subcontractor and/or independent contractor in accordance with the IRS Publication 15-A Employer's Supplemental Tax Guide (Supplement to Pub. 15, Employer's Tax Guide) 2023.

2. PRODUCT ORDERS

- 2.1. Company Products: This Purchase Agreement shall govern all transactions in which Sentara procures Company Products. Sentara may acquire Company Products after the Effective Date hereof by submitting an Order to Company. All Orders are governed by and will become part of this Purchase Agreement upon execution.
- 2.2. Order of Precedence: In the event of any conflict between the terms and provisions of this Purchase Agreement and those of any Order, the following order of precedence shall govern: (a) first, this Purchase Agreement, inclusive of its Exhibits; and (b) second, the applicable Order. The express terms and conditions contained in this Purchase Agreement and each Order exclusively govern and control each of the Parties' respective rights and obligations regarding the purchase and sale of Company Products.
- 2.3. Appropriate Reference: All Company documents including, but not limited to, all invoices, and correspondence received by Sentara shall include the appropriate Order number, where applicable.

- 2.4. Committed Volume: Sentara is not obligated to purchase any minimum quantities from Company. Volume references on Orders or other documentation are estimates of purchase quantities based on previous and/or expected purchase patterns from Sentara.
- 2.5. Performance Review: At Sentara's discretion, a review and evaluation of Sentara's satisfaction level with the Company Products and the Company's adherence to/accordance with this Purchase Agreement and applicable Orders may be conducted by Sentara.
- 2.6. Disclosure: Company and any manufacturer, distributor, seller, salesman or other persons currently doing business or attempting to solicit business with Sentara or its related entities on Company's behalf will disclose any and all value-added services of any type provided to employees, board members, physicians, Subcontractors, or any other persons involved in recommending, requesting, evaluating, or approving products or services for Sentara. Value-added services include, but are not limited to, in-service seminars; trips and/or travel costs; free goods and/or products; social gatherings; catered functions; gratuities; educational grants; research grants; fellowship grants; visiting professorships or professional speaking fees; symposium; convention or annual meeting dues or fees; or any other offerings of services or goods of any value. Company will be responsible for informing Sentara of any value-added services extended.
- 2.7. Intellectual Property: Company grants Sentara and its Affiliates an unrestricted, unlimited, perpetual, fully-paid enterprise-wide license to use all Company's Intellectual Property relating to the Company Products.
- 2.8. Shelf Life: The expiration date of Company Products shall be no earlier than twelve (12) months following delivery to and acceptance by Sentara of the particular Company Product(s).

3. COMPANY PRODUCTS ORDER PROCEDURE

- 3.1. Order Submission: Orders may be issued by Sentara in written form via facsimile, email, or by using Sentara's current electronic data interchange technology, Global Healthcare Exchange (GHX) under the terms of a separate agreement governing the transmission of such electronic transactions and associated responsibilities of the Parties.
- 3.2. Acceptance and Rejection of Orders: Company shall confirm to Sentara the receipt of each Order issued hereunder (each, a "Confirmation") within one (1) business day following Company's receipt thereof. Each Confirmation must reference Sentara's Order number, confirm acceptance of the Order or, solely if permitted under this Section 3.2, advise Sentara of Company's rejection of such Order, the date of rejection, and the basis for rejection, if applicable. If Company fails to issue a Confirmation within the time set forth in the first sentence of this Section 3.2, or otherwise commences performance under such Order, Company will be deemed to have accepted the Order. Company may only reject an Order if (a) Company has sent Sentara a notice of termination under this Purchase Agreement or (b) Company is unwilling to accept any terms or conditions in the applicable Order that supplement (but do not conflict with) those contained in this Purchase Agreement.
- 3.3. Backorders: Company shall notify the Sentara Supply Chain contact placing the Order within twelve (12) hours, in the event of a Company Product backorder and/or if there is no substitute of equal or greater quality available, that would be acceptable to Sentara. In the event of a backorder, Sentara may cancel the Order, in whole or in part, and Company shall assist Sentara in locating replacement products from another source. If a replacement product from another company/manufacturer is available, then Company shall pay the difference in pricing of the replacement products via an ETF payment or check to Sentara.
- 3.4. Substitute Company Products: Company shall notify the Sentara Supply Chain contact placing the Order within a reasonable time period, and request Sentara's authorization, if Company needs to send a substitute

Company Product, due to backorder or any other reason. The substitute Company Product must be acceptable to Sentara, in its sole discretion, and shall be of equal or greater quality and will be provided at the cost of the original Company Product or less.

- 3.5. Failure to Supply: During a Failure to Supply Period, Sentara may purchase alternative products from other sources and Company shall be obligated to absorb all reasonable costs associated with such substituted product until it can resume its product shipment obligations. Any purchases made to alternative suppliers during the Failure to Supply Period will not adversely impact Sentara's product pricing, purchase obligations or rebate requirements under the terms of this Purchase Agreement. The remedies in this Section 3.5 are in addition to any rights and remedies Sentara may have under this Purchase Agreement.
- 3.6. Termination of Orders: Sentara may, in its sole discretion, on notice to Company, without liability or penalty, terminate, in whole or in part, any Order prior to shipment with or without cause effective immediately or otherwise as specified in such notice. Upon termination of an Order (or partial Order), the Company will continue its performance under this Purchase Agreement and all other Orders to the extent not terminated.
- 3.7. Recall of Equipment and Products: Sentara, in addition to and not in limitation of any other rights and remedies, will have the right to return recalled equipment and/or products to Company. In addition, Company will reimburse Sentara for any cost associated with any product/equipment corrective action, voluntary recalls, withdrawal, or recall requested by or required by any governmental entity including all reasonable costs in excess of the product/equipment purchase price plus any other damages which Sentara may incur. In the event that an equipment/product recall or court action impacting supply occurs, Company will notify Sentara in writing within seven (7) calendar days of any such recall or action. In addition to any predetermined communication in place, Company must communicate such recall or action to the Sentara Supply Chain Recall Manager at vendornotifications@sentara.com. Company's obligations in this Section 3.7 will survive the expiration or earlier termination of this Purchase Agreement.

4. SHIPMENT AND DELIVERY

- 4.1. Shipment and Delivery Requirements: Time, quantity, and delivery to the Delivery Location (defined below) are of the essence under this Purchase Agreement. Company shall assemble, pack, mark, and ship Company Products strictly in the quantities, by the methods, by the delivery dates, and to the Delivery Locations, specified in this Purchase Agreement or applicable Order. If Company does not comply with any of its delivery obligations under this Section 4.1, without limiting Sentara's other rights under this Purchase Agreement or applicable Law, Sentara may, in Sentara's sole discretion and at Company's sole cost and expense:
 - (a) approve a revised delivery date; or
 - (b) require expedited or premium shipment.
- 4.2. Shipping Expenses: Company shall be responsible for all expenses for shipping and handling the Company Products for Orders. Sentara shall have no obligation to pay for shipping and handling (or other similar fees). All shipments are to be F.O.B. DESTINATION; FREIGHT PREPAID AND ABSORBED.
- 4.3. Packaging and Labeling: Company shall properly pack, mark, and ship Company Products as instructed by Sentara and in accordance with applicable Law and industry standards and shall provide Sentara with shipment documentation showing the Order number, Company Products, the quantity of pieces in the shipment, the number of cartons or containers in shipment, Company's name, and the bill of lading number, if applicable.

- 4.4 Delivery: Risk of loss or damage to the Company Products will be on Company until Company Products have been delivered to and accepted by Sentara in accordance with this Section 4.4 and Section 4.5. Shipments are to be delivered to the designated Sentara location(s) receiving dock (each a “Delivery Location”). Company Products will be received at Delivery Locations Monday through Friday, 8:00 a.m. to 3:30 p.m., unless otherwise directed. Inside delivery may be required at certain location(s).
- 4.5 Acceptance of Company Products: Sentara will be allowed a reasonable time period to inspect Company Products. If Sentara determines, in its sole discretion, that the Company Products delivered are nonconforming goods or incorrect shipments (i.e., excess goods, incorrect product, etc.) then Sentara may, at its option:
- (a) if such Company Products are nonconforming goods, either:
 - a. reject nonconforming goods (including entire lots of Company Products) for a refund plus any shipping, handling, and transportation charges paid by Sentara; or
 - b. require prompt correction or replacement of such Company Products on Sentara’s instruction,
 - (b) if such Company Products are excess goods, reject such excess goods for a refund, plus any shipping, handling, and transportation charges paid by Sentara.

In each case the exercise by Sentara of any other rights available to Sentara under this Purchase Agreement or pursuant to applicable Law shall not be limited.

- 4.6 Right of Return: Sentara may return Company Products purchased under this Purchase Agreement to Company for any or no reason; provided that:
- (a) Sentara returns the Company Products unused, undamaged, in their original packaging within one hundred and eighty (180) days of receipt;
 - (b) Sentara completes any Company required return authorization form; and
 - (c) Except for returns in accordance with Section 4.5, returns are made at Sentara’s expense and risk of loss.

For each returned Company Product under this Section 4.6, Company shall refund the amount paid for the returned Company Product in cash or by return credit at Company’s discretion.

5. FEES AND PAYMENT

- 5.1. Fees: In consideration of the provision of the Company Products by the Company, Sentara shall pay the price for goods as set forth in Exhibit 1. All prices include, and Company is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, taxes, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the Company Products. All prices are firm and are not subject to increase on any future Order under this Purchase Agreement for any reason, including changes in market conditions, increases in raw material, component, labor or overhead costs, or because of labor disruptions, changes in program timing or length, or fluctuations in production volumes.
- 5.2. Invoices: Company shall issue periodic invoices to Sentara. Each invoice for Company Products must set forth in reasonable detail the amounts payable by Sentara under this Purchase Agreement and contain the

following information, as applicable: Order number; line-item number; Company's name; Company's identification number; the designated Delivery Location of the Company Products; ship-to address; quantity of Company Products shipped and any other information necessary for identification and control of the Company Products. Company Products received by designated Sentara locations will be invoiced separately. Invoices without this information will not be accepted for payment.

- 5.3. **Payment:** Sentara shall pay Company all undisputed amounts within forty-five (45) days of the date of receipt of a proper and accurate invoice. Payment will not be due until acceptance and approval of invoice by Sentara. Terms are Net 45 days unless otherwise specified and agreed to by Sentara. Invoices will not be considered received unless addressed to the specific address(es) designated by Sentara. Penalties will not be paid. In the event payment is not made within forty-five (45) days, Company shall give Sentara written notice and Sentara shall have fifteen (15) days from receipt of notice to make payment. Payment of invoices will not be deemed acceptance of the Company Products or waive Sentara's right to inspect or return, but rather such Company Products will be subject to acceptance or rejection under Section 4.5 and the return rights under Section 4.6.
- 5.4. **Pricing:** Company warrants that prices contained on Exhibit 1 are no higher than prices charged on orders placed by others for similar quantities or like items under similar conditions or delivery requirements and that all orders will be in compliance with the Robinson-Patman Act. All pricing quoted and terms contained in this Purchase Agreement, are hereby offered and extended under the identical conditions and volume to (i) Sentara, (ii) its Affiliates, whether such Affiliates exist at the time of the Purchase Agreement or are acquired or become affiliated with Sentara hereafter, and (iii) DOCxdirect program participants (i.e., applicable independent physician offices that are not Affiliates of Sentara).
- 5.5. **Fee Disclosure:** Company will identify and disclose all add-in, built on, or other hidden fees incorporated into its pricing/cost structure including, but not limited to, marketing, assessment, rebate and/or fees or payments generated to other parties, excluding Sentara, and internal operating fees, based on the payment structure of this Purchase Agreement. Company will provide quarterly written documentation detailing percentages paid, total dollars, and organizations receiving payments. Company will be responsible for coordinating data collection for any other partners participating in this Purchase Agreement.
- 5.6. **Taxes:** There are divisions within Sentara that are subject to state sales tax, and this information will be indicated on the Order. The amount(s) quoted will be net inclusive of all discounts and net exclusive of all sales, use, and/or federal excise taxes. An exemption certificate will be furnished upon request. In no event will Sentara be responsible for any taxes based upon Company's income. Taxes payable by Sentara shall be billed as separate items on Company's invoices and shall not be included in Sentara's prices. Sentara shall have the right, at its expense and subject to Sentara's direction and control, to have Company contest any such taxes that Sentara deems improperly levied.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. **Mutual Representations and Warranties:** Each Party represents and warrants to the other Party that:
 - (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
 - (b) it has the full right, power and authority to enter into this Purchase Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
 - (c) the execution of this Purchase Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

- (d) when executed and delivered by such Party, this Purchase Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

6.2 Company's Representations and Warranties: Company represents and warrants to Sentara that:

- (a) it is in compliance with all Laws and contracts applicable to this Purchase Agreement, the Company Products, and the operation of its business;
- (b) all products/parts delivered will be free from defects in workmanship, materials, and manufacture. Company expressly warrants that the products/parts offered are of merchantable quality and are fit and suitable for the purpose intended per the published specifications for the product/part and will be free from significant defects in material and workmanship, contingent upon Sentara's proper use for which the product/part was intended and will be in accordance with the Uniform Commercial Code. Products will be suitable for use in medical facilities and/or diagnostic application. Company will exercise such means as to maintain quality control for uniform results. Warranty will be a minimum of one (1) year and will not be effective until Company Products are accepted by Sentara and certified by first use or public access;
- (c) it owns all right, title and interest in and to the Company Product(s), or otherwise has the right to sell, rent, lease, or license same, including without limitation all Intellectual Property rights therein or thereto. No claim, lien, or action exists or is threatened against Company that would interfere with Sentara's use or sale of the Company Products;
- (d) Sentara will receive good and valid title to the Company Products, free and clear of all encumbrances and liens of any kind; and the Company Products are new and do not contain used or reconditioned parts;
- (e) (i) none of the Company Products nor Sentara's use thereof infringe or will infringe any Intellectual Property right of any third party, and, (ii) as of the date hereof, there are no pending or threatened claims, litigation or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Sentara materials or any instruction, information, designs, specifications or other materials provided by Sentara to Company, (y) use of the Company Products in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Company Products not so combined, and (z) any modifications or changes made to the Company Products by or on behalf of any Person other than Company;
- (f) the Company Products will be in conformity in all respects with all requirements or specifications stated in this Purchase Agreement and any applicable Order;
- (g) all contractual rights, claims and manufacturer representations and warranties held by Company in law or contract will convey to Sentara without regard of whether the Company Products are ordered direct from the manufacturer or via a distributor or other means; and
- (h) as applicable, the Company Products shall not contain: (i) any virus, Trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access or to disable, erase, or otherwise harm any computer, systems or software, or (ii) any time bomb, drop dead device or other software or hardware device designed to disable a computer program automatically with the

passage of time or under the positive control of a Person other than an authorized licensee or owner of a copy of the program or the right and title in and to the program.

- 6.3 Survival and Breach: Company's representations and warranties, expressed or implied, will survive the delivery, inspection, acceptance, or payment by Sentara. If any representations and/or warranties specified here, or otherwise applicable, are breached by the Company, Sentara may at its election (1) require the Company to correct at Company's sole expense any defect or non-conformance by repair or replacement, or (2) return any defective or nonconforming Company Products to the Company for replacement or refund (at the option of Sentara) at the Company's expense. These remedies are in addition to all remedies at law or equity and will not be deemed to be exclusive.

7. TERMINATION; EFFECT OF TERMINATION

- 7.1. General Termination: Sentara may terminate this Purchase Agreement with or without cause and without penalty or further obligation on the part of Sentara by providing thirty (30) days prior written notice of such termination.

- 7.2. Material Breach: Either Party may terminate this Purchase Agreement and/or an Order, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) breaches this Purchase Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) is Debarred. The Defaulting Party must notify the other Party within three (3) days of being Debarred and the non-Defaulting Party may, at its discretion, terminate this Purchase Agreement.

- 7.3. Effect: Upon expiration or termination of this Purchase Agreement for any reason:

- (a) Each Party shall (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information, (ii) permanently erase all of the other Party's Confidential Information from its computer systems and (iii) certify in writing to the other Party that it has complied with the requirements of this clause; provided, however, that Sentara may retain copies of any Company Confidential Information incorporated in Company Products or to the extent necessary to allow it to make full use of the Company Products.
- (b) Neither Party shall be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Purchase Agreement.
- (c) Termination of this Purchase Agreement will not constitute a waiver of any Party's rights, remedies, or defenses under this Purchase Agreement, at law, in equity, or otherwise.

7.4 Survival: The rights and obligations of the Parties set forth in Section 3.7, Section 4, Sections 6 through 12, and any right or obligation of the Parties in this Purchase Agreement which, by its nature, should survive termination or expiration of this Purchase Agreement, will survive any such termination or expiration of this Purchase Agreement.

8. CONFIDENTIALITY

8.1. Sentara Confidential Information: Company agrees:

- (a) Not to copy, alter, disclose or otherwise make available Sentara Confidential Information to any third party without the prior written consent of Sentara;
- (b) To protect and safeguard the confidentiality of Sentara Confidential Information with at least the same degree of care as the Company would protect its own confidential information, but in no event with less than a commercially reasonable degree of care;
- (c) To use Sentara Confidential Information only for the purposes of performing its obligations under the Purchase Agreement;
- (d) To promptly notify Sentara in the event it becomes aware of any loss or disclosure of any of Sentara Confidential Information; and
- (e) To be responsible for any breach of this Section 8.1 caused by any of its representatives.

8.2. Company Confidential Information: Sentara agrees:

- (a) Not to copy, alter, disclose or otherwise make available Company Confidential Information to any competitor of Company or to another integrated delivery network without the prior written consent of Company;
- (b) To protect and safeguard the confidentiality of Company Confidential Information with at least the same degree of care as Sentara would protect its own confidential information, but in no event with less than a commercially reasonable degree of care;
- (c) To use Company Confidential Information only for the purposes of performing its obligations under this Purchase Agreement and/or to make use of the Company Products;
- (d) To promptly notify Company in the event it becomes aware of any loss or disclosure of any Company Confidential Information; and
- (e) To be responsible for any breach of this Section 8.2 caused by any of its representatives.

8.3. Compelled Disclosure Confidential Information: If either Party becomes legally compelled to disclose any Sentara Confidential Information or Company Confidential Information, such Party shall provide:

- (a) prompt written notice of such requirement so that the other Party may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the other Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Party remains required by Law to disclose any Sentara Confidential Information or Company Confidential Information, the Party shall disclose no more than that portion of the Sentara Confidential Information or Company Confidential Information which, on the advice of Sentara's legal counsel, the Party is legally required to disclose and, upon the other Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Sentara Confidential Information or Company Confidential Information will be afforded confidential treatment.

- 8.4. Protected Health Information: Company shall comply with all state and federal Laws and regulations as well as Sentara policies and procedures concerning the privacy and confidentiality of individually identifiable patient protected health information ("PHI"), including but not limited to patient medical records. Company agrees that it shall not use or disclose PHI except as permitted by Sentara policies and procedures or as permitted or required by Law. To the extent that Company will have access to PHI and will be functioning as a "business associate" of Sentara, each as defined under the Health Insurance Portability and Accountability Act of 1996, the Parties shall execute Sentara's form Business Associate Agreement attached as an Exhibit hereto.

9. INDEMNIFICATION

- 9.1. Company's Indemnity Obligations: Company shall defend, indemnify, and hold harmless Sentara and Sentara's Affiliates and their respective officers, directors, employees, agents, successors and permitted assigns (each, a "Sentara Indemnitee") from and against all Losses arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "Action") arising out of or resulting from:
- (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent or negligent acts or omissions of Company or Company personnel;
 - (b) Company's breach of any representation, warranty or obligation of Company set forth in this Purchase Agreement;
 - (c) claim that any Company Products or Sentara's receipt or use thereof infringes any Intellectual Property right of a third party; and
 - (d) the use of Company Products, any defect in Company Products, or any act, error or omission relating to the performance of Company's (including any Subcontractor of Company) duties under this Purchase Agreement.

Notwithstanding the foregoing, Company will not indemnify or hold Sentara harmless from claims, losses, damages, or injuries arising from negligence or willful misconduct of Sentara, its employees or agents.

- 9.2. Sentara's Indemnity Obligations: Sentara shall defend, indemnify and hold harmless Company and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any Action arising out of or resulting from a breach, or any act, error or omission relating to the performance of Sentara's duties under this Purchase Agreement. Notwithstanding the foregoing, Sentara will not indemnify or hold Company harmless from claims, losses, damages or injuries arising from negligence or willful misconduct of Company, its employees or agents.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS

OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INSURANCE

11.1. Policies: During the term of this Purchase Agreement, Company will maintain the following insurance policies:

- (a) Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate covering any and all damage to property or injury to persons arising from or out of installation and/or operation of equipment and/or performance of services and/or products purchased under this Purchase Agreement. Coverage shall include premises and operations, independent contractors, products and completed operations, including coverage for all services provided under this Purchase Agreement, contractual liability, personal injury and advertising injury and property damage coverage.
- (b) Excess or Umbrella Liability insurance extending over the required Commercial General Liability, Automobile Liability and Employer's Liability in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate.
- (c) Professional Liability (errors and omissions) insurance in the amount of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate. Any excess or umbrella liability insurance used for this requirement must refer to Professional Liability.
- (d) Business automobile liability insurance with a combined single limit of one million dollars (\$1,000,000) per accident. Coverage should extend to owned, hired and non-owned automobiles. Automobile liability insurance is not required if a vehicle is not used in the provision of products or services under this Purchase Agreement or any applicable Order.
- (e) Network Security & Privacy Liability (also known as Cyber Risk Liability) insurance coverage in the amount of five million dollars (\$5,000,000) per occurrence that covers cyber, privacy, and security risks, including, but not limited to, damages arising from (i) (A) any act or omission that compromises either the availability, confidentiality or integrity of Sentara data or the physical, technical, administrative or organizational safeguards put in place by Company or any agents that relate to the protection of the security, confidentiality or integrity of Sentara data, or (B) any disclosure of Sentara data to any person that is in violation of the terms of the Purchase Agreement; (ii) a breach of privacy no matter how it occurs; (iii) a failure to protect private, confidential or non-public information from misappropriation, release or disclosure (including, but not limited to, personally identifiable information, payment card information, protected health information, or trade secrets); (iv) a denial or loss of service; or (v) introduction, implantation, receipt, or spread of malicious software code. The insurance shall cover all costs, expenses, and damages arising out of or related to the foregoing risks, including, but not limited to, legal costs or expenses, regulatory fines and penalties, assessments for a breach or violation of payment card industry standards for data security, costs or expenses for computer forensic analysis or investigation, notification of impacted individuals, public relations, call center services, fraud consulting services, credit monitoring or protection services, or identity restoration services.
- (f) Pollution legal liability coverage in the amount of five million dollars (\$5,000,000).
- (g) Worker's Compensation insurance and Employer's Liability insurance of at least:

Worker's compensation - statutory

Employer's Liability -

each employee	\$500,000 Bodily Injury by Accident
each employee	\$500,000 Bodily Injury by Disease
policy limit	\$500,000 Bodily Injury by Disease

- 11.2. Policy Ratings: All insurance policies required shall be issued by companies authorized to transact business in the Commonwealth of Virginia and with a minimum A. M. Best rating of A- (X).
- 11.3. Basis: In the event that any insurance required by this Purchase Agreement is written on a claims made basis, Company warrants that any retroactive date under the policy shall precede the Effective Date of this Purchase Agreement, and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years beginning at the time work under this Purchase Agreement is completed.
- 11.4. Subcontractors: Company may include its Subcontractors as insureds under its policies or will be responsible for verifying that Subcontractors maintain the insurance required herein. Company shall ensure that Company's Subcontractors comply with all of the insurance requirements stated herein.
- 11.5. Certificate of Coverage: Company shall furnish a certificate of coverage naming Sentara as an additional insured on all liability policies (excluding worker's compensation) prior to the Effective Date of this Purchase Agreement and warrants that the same levels of coverage shall be maintained annually. Should such policies be cancelled or materially changed before the expiration date, Company will provide at least thirty (30) days prior written notice to Sentara.
- 11.6. No Limitations: This Section 11 shall not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations imposed under this Purchase Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend and hold the other harmless under this Purchase Agreement).

12. MISCELLANEOUS

- 12.1. Duty to Advise: Company shall promptly provide notice to Sentara of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences:
- (a) any failure by Company to perform any of its obligations under this Purchase Agreement;
 - (b) any delay in delivery of Company Products;
 - (c) any defects or quality problems relating to Company Products;
 - (d) any change in control of Company;
 - (e) any deficiency in Sentara specifications, samples, prototypes, or test results relating to this Purchase Agreement;
 - (e) any failure by Company, or its Subcontractors or common carriers, to comply with Law; or
 - (f) any change in Company's authorized representatives, insurance coverage, or professional certifications.

- 12.2. Compliance with Laws: Company will perform its obligations under this Purchase Agreement in compliance with all applicable federal and state Laws, regulatory requirements and standards of any entity that certifies and/or accredits Sentara, its Affiliates, or its services, personnel, departments, or facilities. It is the policy of Sentara to ensure operational excellence by requiring service providers to uphold certain standards of conduct and ethics. Sentara has established a credentialing procedure and standards of conduct to ensure compliance with applicable Laws, policies, and procedures and to protect the safety of patients, visitors, and employees. Company shall comply with all applicable credentialing policies prior to entering any Sentara facility. Company agrees that it will comply with each of the principles set forth in Sentara's vendor code of conduct available via Green Security or whatever credentialing platform Sentara is utilizing at that time, as may be modified by Sentara from time to time. Neither Company nor anyone acting on its behalf shall pay, offer to pay or give anything of value to any person, entity or association if the payment, offer or gift influences, or has any reasonable likelihood of influencing, any act or decision that will assist Sentara or Company in securing an improper advantage, or in improperly obtaining or retaining business, or in improperly directing business to any other Person, entity or association.
- 12.3. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 12.4. Jurisdiction and Venue: Any legal suit, action, or proceeding arising out of or related to this Purchase Agreement or the Company Products provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the City of Norfolk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
- 12.5. Force Majeure: No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Purchase Agreement, for any failure or delay in fulfilling or performing any term of this Purchase Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation:
- (a) acts of God;
 - (b) flood, fire or explosion;
 - (c) war, invasion, riot or other civil unrest;
 - (d) actions, embargoes or blockades in effect on or after the date of this Purchase Agreement;
 - (e) national or regional emergency;
 - (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
 - (g) shortage of adequate power or telecommunications or transportation facilities; or
 - (h) any other event which is beyond the reasonable control of such Party.

(each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

The non-affected Party may terminate this Purchase Agreement and/or any affected Order if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected Party is Sentara, receive a refund of any amounts paid to the Company in advance for the affected Company Products.

- 12.6. Severability: If any term or provision of this Purchase Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Purchase Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.7. Headings: The headings used in the Purchase Agreement and/or Order are for reference only and shall not affect the interpretation of this Purchase Agreement and/or Order.
- 12.8. Counterparts: This Purchase Agreement and any Exhibit and/or Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Purchase Agreement. A signed copy of this Purchase Agreement and any Exhibit and/or Order delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Purchase Agreement and any Exhibit and/or Order.
- 12.9. Attorneys' Fees: In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Purchase Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing Party.
- 12.10. Jury Trial: Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Purchase Agreement or the transactions contemplated hereby.
- 12.11. Rights in Equity: Each Party acknowledges that a breach by a Party of Section 8 (Confidential Information; Protected Health Information) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity, without any bond or other security being required and without the necessity of demonstrating actual damages. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Purchase Agreement to the contrary.
- 12.12. Relationship of Parties: The relationship between the Parties is that of independent contractors. Nothing contained in this Purchase Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 12.13. No Third-Party Beneficiaries: This Purchase Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall

confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Purchase Agreement.

- 12.14. **Notices:** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by electronic mail (with confirmation of transmission and confirmation of receipt from the recipient) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.14).

If to Company:

[Instructions – Please type Company’s address (e.g. 2243 Shiloh Lane, Oceanside, WA 90210)]

Email: **[Instructions – Please type email address of person to receive notices on behalf of Company]**

Attention: **[Instructions – Please type title of person to receive notices on behalf of Company]**

If to Sentara:

824 N. Military Highway, Suite 210

Norfolk, VA 23502

Email: SCNotifications@sentara.com

Attention: Strategic Sourcing

- 12.15. **Drafting Presumption:** This Purchase Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits and Orders referred to herein shall be construed with, and as an integral part of, this Purchase Agreement to the same extent as if they were set forth verbatim herein.
- 12.16. **Marketing and Promotional Activities:** Company agrees that it will not, without the prior written consent of Sentara in each instance: (i) use in advertising, publicity, or otherwise, the name of Sentara or any Sentara entity, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Sentara or any Sentara entity; or (ii) represent, directly or indirectly, that any product or any service provided by Company has been approved or endorsed by Sentara or any Sentara entity.
- 12.17. **Assignment:** Neither Party may assign, delegate or subcontract this Purchase Agreement or any of its rights or obligations under it, in whole nor in part, without prior written approval of the other Party, which approval will not be unreasonably withheld. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. Either Party may transfer or assign its rights under this Purchase Agreement (1) in connection with a merger, consolidation, reorganization or sale of substantially all of the assigning Party’s assets where the assignee has agreed in writing to be bound by the terms and conditions herein; and/or (2) to its parent company, subsidiary or Affiliate upon written notice at least thirty (30) days prior to such transfer or assignment to the other Party and provided such parent, subsidiary or Affiliate agrees in writing to be bound by the terms and conditions of the Purchase Agreement and is not a direct competitor of the other Party. This Purchase Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 12.18. **No Debarment:** Company hereby certifies that it has not been Debarred, suspended, or declared ineligible to market or sell items for which reimbursement may be made by any Federal health care programs. Company

will provide prompt written notice to Sentara within three (3) days of being placed on the General Services Administration or HHS/OIG Exclusion List. A Debarred individual or company is listed on the Excluded Parties List System (EPLS) database, making it ineligible to receive federal contracts, federally-approved subcontracts, or certain types of federal financial and non-financial assistance and benefits. If Company is placed on the General Services Administration or HHS/OIG Exclusion List, then Sentara may at its discretion terminate this Purchase Agreement effective immediately.

- 12.19. Amendments: This Purchase Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
- 12.20. Waiver: No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Purchase Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Purchase Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 12.21. Access to Books and Records. In the event, and only in the event, that Section 952 of PL. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Purchase Agreement, Company agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Purchase Agreement, Company will make available, upon written request of the Secretary of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Purchase Agreement, and books, documents and records of Company that are necessary to certify the nature and extent of the cost of services provided pursuant to this Purchase Agreement; (b) if Company carries out any of the duties of this Purchase Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States, 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; and (c) Company will notify Sentara immediately of any request for access to books and records described above. In addition, Company will indemnify and hold Sentara harmless from any liability arising out of any refusal by Company or its Subcontractors to grant access to books and records as required above.
- 12.22. Ancillary Market: Company agrees to extend a single price for each identical product provided under the same terms to Sentara, to Sentara DOCxdirect program participants and to all Sentara Affiliates; provided that Company can do so in accordance with all applicable antitrust and fair competition laws.

Sentara's DOCxdirect program allows Sentara to work with local physicians, who maintain independent medical practices unrelated to Sentara to create a system for evaluating the quality and efficiency of medical supplies. Under this Purchase Agreement, Sentara will act as a purchasing agent on behalf of the physicians, and, through a Value Analysis Committee, will provide them with a forum for managing the process of evaluating the financial feasibility, standardization, conversion, and selection of products, forms, and supplies which are used by Sentara and the physicians with an emphasis on quality patient care. It is anticipated that the products required by local physicians in their private medical offices will be the same as the products currently purchased by Sentara and/or its Affiliates.

- 12.23. New Products: New Company Products may be introduced in accordance with the Sentara approval process (currently Lumere). Company shall promptly supply in writing all new Company Product information to the

attention of the Sentara Supply Chain contact prior to introduction of any new Company Product to Sentara. Once the new Company Products have been agreed upon by both Parties, an addendum to the Purchase Agreement may be added to include these Company Products. All new or substituted Company Products that replace a discontinued Company Product shall be provided to Sentara at the same price or less than the discontinued Company Product.

- 12.24. Training: Company agrees that training and in-services to ensure proper and efficient use of the Company Products will be provided to Sentara at no charge. Follow-up in-service training, including travel expenses for Company's personnel, shall be ongoing as requested by Sentara at no additional cost to Sentara.
- 12.25. Network Access: If Company will have access to Sentara's network and/or applications in the performance of its obligations hereunder, Company shall execute Sentara's form Network Access Agreement attached as an Exhibit hereto.
- 12.26. Software/IT Security: To the extent applicable, Company shall comply with the IT Security Terms/Software terms attached as an Exhibit hereto.