

These Purchase Order Terms and Conditions ("Terms") apply to the purchase by Children's Hospital Los Angeles ("Buyer") for products, services, or both products and services (individually and collectively, the "Products/Services"), from the party to whom this Order (defined below) is addressed ("Supplier"). To the extent that Buyer is purchasing from only one of these categories (either products or services) under this Order, the corresponding language in these Terms for the other category shall not apply. Supplier and Buyer may be referred to in the singular as a "Party" or together as the "Parties."

1. **COMPLETE AGREEMENT.** As used in these Terms, "Order" means these Terms, together with any and all printed terms and conditions on the face of this purchase order as well as any other terms or conditions of Buyer referenced in this purchase order, including, without limitation, any attachments incorporated therein (such as, but not limited to, Product/Service specifications). This Order contains the complete and entire agreement between the Parties and supersedes any other communications, representations, or agreements, verbal or written, with respect to the subject matter hereof, including, without limitation, any Supplier invoice terms and conditions. Any reference to Supplier's quotation or proposal on the face of this Order will not be deemed to incorporate any provisions of Supplier's quotation or proposal which are inconsistent or in conflict with any provision set forth in this Order or any pre-printed provisions contained in Supplier's quotation or proposal, which provisions are all hereby expressly excluded. This Order is expressly conditioned upon Supplier's acceptance of these Terms. Notwithstanding the forgoing to the contrary, if Buyer and Supplier have entered into a separate written contract governing the transaction covered by this Order (a "Master Agreement"), the provisions of the Master Agreement shall be controlling over the provisions of this Order in case of conflict. To the extent that Parties participate a Group Purchasing Organization ("GPO") and Parties have agreed to certain GPO T&Cs, such GPO T&Cs shall apply and supersede any conflicting terms herein.

2. **PRICING/PAYMENT.** All prices, rates, and charges for Products/Services (less any discount available for early payment) are set forth on the face of this Order, and include any and all installation charges. No price changes from those shown on the face of this Order will be accepted unless authorized in writing by Buyer prior to shipment of or performance of the Products/Services, as applicable. Supplier warrants that the price charged for the Products/Services is not higher than the price charged to other similar customers for similar quantities of similar quality unless Supplier presents written justification, acceptable by both Parties. Unless otherwise specified on the face of this Order, Buyer will pay Supplier within forty-five (45) days after receipt of Supplier's undisputed invoice. Buyer must receive written notification from Supplier of any claimed or purported invoice discrepancies, errors, omissions or outstanding amounts due no later than sixty (60) days from the shipping date of, or completion of the Products/Services, as applicable. Unless such written notice is received by Buyer within said sixty (60) day period, the account with Supplier attributable to this Order will be considered by both Parties to be fully liquidated and undisputed.

3. **TAXES.** Supplier shall promptly pay any applicable taxes with respect to the sale of any Product/Service. Supplier may invoice Buyer for the local and state sales/use tax if they are correctly and separately reflected on the invoice, unless Buyer is exempt from paying such taxes.

4. **ACCEPTANCE.** This Order will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier making, signing or delivering to Buyer any letter, form, email or other writing or instrument acknowledging acceptance of this Order; (b) Supplier performing under this Order in any manner; or (c) Supplier accepting any payment from Buyer under this Order.

5. **DELIVERY.** Delivery shall be made in the quantities and as specified on the face of this Order. Deliveries in excess of the quantity specified or made in advance of schedule may be returned at no cost to Buyer. Time is

of the essence. If deliveries are made later than the agreed upon date, Buyer shall have the right at its option, in addition to all other remedies, to reject and return the Products/Services, terminate this Order in whole or in part. Supplier will give immediate written notice to Buyer of any changes in delivery. Supplier shall be solely responsible for ensuring that all software and documentation to be delivered under this Order (other than those that are provided on a subscription basis and hosted by or on behalf of Supplier) are delivered solely by electronic transmission (for example, by download or FTP) and not on tangible media. Supplier will indemnify and hold Buyer harmless from and against any taxes and related penalties and interest owed as a result of Supplier's failure to comply with these delivery requirements.

6. **SHIPMENT.** All shipments are F.O.B. Buyer's location with title and risk of loss passing to Buyer at the time of receipt. Supplier will be responsible for the cost of packing, shipping, and insurance. All materials must be properly packaged and each package must be properly marked and Buyer's purchase order number must be shown on all package labels. All expenses for package are to be borne by Supplier and expenses of transportation are to be prepaid by Supplier.

7. **TERMINATION FOR DEFAULT.** Buyer reserves the right to terminate all or any part of this Order, without liability to Buyer, if Supplier breaches any provision of this Order. Supplier shall continue performance of any non-terminated portion of this Order, and Buyer may obtain elsewhere the portions of the Products/Services affected by the termination. In addition, Buyer may immediately terminate this Order without liability to Buyer in the event of any of the following: (a) insolvency of Supplier, (b) filing of a voluntary petition in bankruptcy by Supplier, (c) filing any involuntary petition of bankruptcy against Supplier, (d) appointment of a receiver of trustee for Supplier, (e) or execution of an assignment for the benefit of creditors by Supplier, provided such petition appointment, or assignment is not vacated or nullified within fifteen (15) days after such event. Buyer's rights under this Section are in addition to any other remedies available hereunder or by law.

8. **TERMINATION FOR CONVENIENCE.** Buyer may at its option immediately terminate all or any part of this Order, at any time and for any reason, by giving written notice to Supplier and shall pay Supplier the following amounts: (a) the unpaid price for all Products/Services completed in accordance with this Order as of the date of termination, and (b) the reasonable actual cost of work-in-progress and raw materials incurred by Supplier in furnishing the Products/Services under this Order, less the reasonable cost of any products or materials disposed of by Supplier with Buyer's written consent. Buyer will make no payments for finished products, work-in-progress or raw materials fabricated or procured by Supplier in excess of amounts authorized nor for any undelivered products which are in Supplier's standard stock or readily marketable. Payment made under this Section shall not exceed the aggregate price payable by Buyer for finished products under delivery or release schedules outstanding at the date of termination. Buyer shall not be liable for consequential damages, loss of profit, unabsorbed overhead, product development or engineering costs, or general and administrative charges resulting from termination of, or for any other reason in connection with, this Order. Within sixty (60) days after the effective date of a termination for convenience, Supplier shall submit a detailed termination claim report to Buyer with sufficient supporting data to permit Buyer's audit and such additional supporting information as Buyer requests. Buyer's payment shall be due within forty-five (45) days after its receipt of such materials less any amount disputed in good faith by Buyer. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items related to any termination claim of Supplier.

9. **WARRANTIES.** Buyer will accept Supplier's standard warranty terms; provided that in addition to Supplier's standard warranty terms, Supplier expressly warrants for a minimum of 12 months after the date of receipt by Buyer that: (a) the products sold hereunder are free and clear of

liens and encumbrances whatsoever, of merchantable quality, of good material and workmanship, free from defect and fit and sufficient for the purpose intended; (b) the products sold and services provided hereunder will conform to any performance standards, specifications, drawings, samples or other descriptions furnished or specified by or relied upon by Buyer; and (c) Supplier's personnel (including contractors, if permitted) will have all necessary certifications, ability, skills, and qualifications and will perform the services in a timely, competent, and professional manner in accordance with applicable industry standards and Laws. Supplier represents and warrants to Buyer that as of the date of delivery, the Products/Services, or any portion thereof, conforms to all applicable laws, acts, rules, order, codes, guidelines, and regulations (collectively, "Laws"). Buyer's inspection, test, acceptance or use of the Products/Services furnished hereunder shall not affect Supplier's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

10. **REMEDIES.** If any warranty or other term or condition of this Order is breached or repudiated by Supplier, Buyer may, at its election, pursue any or all of the following courses of action: (a) return to Supplier the tendered nonconforming materials and recover from Supplier any portion of the purchase price paid and recover all damages to which Buyer is entitled by law; (b) Buyer may retain any commercial unit which it deems to be conforming and return all nonconforming materials and make a reasonable allowance from the purchase price, and recover all damages to which the Buyer is entitled by law; and/or (c) Buyer may accept nonconforming materials and make a reasonable allowance from the purchase price for such nonconformity, and recover all damages to which Buyer is entitled by law. Buyer assumes no obligations with respect to resale of perishable materials, or materials rapidly declining in value, for Supplier's account, or to "cover" or procure substitute materials in the open market. The foregoing remedies are in addition to all other remedies available at law or equity or as contained in this Order, including incidental and consequential damages, and shall not be considered exclusive. Any nonconforming products returned to Supplier shall be returned at Supplier's sole expense, including, without limitation, the cost of storing, shipping, handling and insuring the return of such nonconforming materials.

11. **INSPECTION AND REVIEW.** All purchases are subject to Buyer's final inspection. Buyer, at its option, may reject any non-conforming products or material and (a) return such non-conforming products to Supplier at Supplier's risk and expense at the full invoice price plus all transportation and other related costs or (b) hold them for disposition in accordance with Supplier's instructions at Supplier's expense, including storage and handling. If Buyer rejects products as nonconforming, the quantities under this Order will automatically be reduced unless Buyer otherwise notifies Supplier. Supplier will not replace quantities so reduced without written instruction by Buyer. Payment for nonconforming products shall not constitute an acceptance thereof, limit, or impair Buyer's right to assert any legal or equitable remedy, or relieve Supplier's responsibility for latent defects.

12. **INDEPENDENT CONTRACTOR STATUS OF SUPPLIER.** In the performance of the duties and obligations of Supplier under this Order, it is mutually understood and agreed that Supplier is at all times and for all purposes acting and performing as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Buyer, its business, its business affairs, and its performance of its duties under or pursuant to this Order, including, without limitation, withholding obligations and payment of all taxes applicable to this Order (including payroll taxes), unemployment insurance, and any other required contributions that arise out of an employment relationship, its employees and all of its duties and obligations as an employer. Supplier shall not have the right to bind Buyer or make commitments on behalf of Buyer to others.

Nothing in this Order is intended nor shall be deemed or construed to create between Buyer and Supplier any partnership, employer/employee, joint venture, agency, lease or landlord/tenant relationship or other relationship between the Parties to make Buyer liable for the debts or obligations of Supplier. Buyer has no control over the manner or method by which Supplier meets Supplier's obligations under this Order, provided that, Supplier's Services shall be performed in a competent and proficient manner in accordance with then current professional standards and the terms of this Order. Buyer will not withhold for Supplier any sums for income tax, Social Security, unemployment insurance, or any other employee withholding nor will Buyer offer Supplier any employee benefits including, without limitation, pension benefits, workers' compensation coverage, and death or disability insurance. Supplier shall be solely responsible for all employment related withholdings and benefits. No officer, employee, agent or servant of Supplier shall be deemed at any time to be an employee, servant or agent of Buyer for any purpose whatsoever. Supplier shall, and shall require all of its personnel to, refrain from making any representations by word or conduct whereby any other person might understand or believe that such persons are employees, agents, or servants of Buyer.

13. **INTELLECTUAL PROPERTY.** Supplier represents and warrants the Products/Services ordered or provided hereunder, any component or part thereof, and the sale, lease, or use of them, will not infringe any United States or foreign patent, copyright, trademark, or other intellectual property rights of a third party. Supplier hereby assigns and agrees to assign to Buyer, without further consideration, all right, title, and interest in any and all information or material created or developed under this Order, including but not limited to all copyright, trademark, patent or other intellectual property rights therein. Buyer shall retain title to any designs, blueprints, drawings, patterns, models, dies, molds, tools, and materials furnished or paid for by Buyer in connection with this Order. They shall be used exclusively in the production of this Order, kept confidential and marked as property of Buyer. Supplier agrees to deliver all such information and materials to Buyer, upon termination or expiration of this Order.

14. **CONFIDENTIALITY AND PUBLICITY.** During the term of this Order and for a period of five (5) years thereafter, or such other period as otherwise required by Laws, Supplier shall not, and shall cause each of its directors, officers, employees, agents, and representatives (collectively, "Representatives") not to: (a) disclose Confidential Information (defined below) to any person or entity other than Representatives of the Supplier to the limited extent they need to know the Confidential Information for the purposes contemplated by this Order and who agree in writing to be bound by provisions at least as restrictive as this Section; or (b) use Confidential Information for any purpose other than the purposes contemplated by this Order. "Confidential Information" means any and all information furnished or disclosed, in whatever form or medium, by Buyer to Supplier, and includes, for example, contract terms, financial information, procedures, processes, techniques, methods, ideas, discoveries, and trade secrets all of which is deemed confidential and proprietary. The term Confidential Information excludes information that: (i) becomes generally publicly available other than as a result of disclosure by Supplier or any of its Representatives; (ii) becomes available to Supplier on a non-confidential basis from a third party that is not bound by a similar duty of confidentiality; or (iii) is in the lawful possession of Supplier prior to disclosure by Buyer without obligation of confidentiality. Promptly upon the written request of Buyer, Supplier shall, and shall cause its Representatives to, return to Buyer or destroy all Confidential Information. If Supplier destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to Buyer. In the event Supplier, or anyone to whom Supplier transmits Confidential Information is requested or legally required to disclose any information from the Confidential Information, Supplier will provide Buyer with prompt written notice of such request and the documents or information

requested so that Buyer may, in its discretion, seek an appropriate protective order, waive compliance with the provisions of this Order, or take such other action as Buyer deems in its best interests. If, in the absence of a protective order or other remedy or the receipt of a waiver, Supplier, is legally compelled to disclose Confidential Information, Supplier may disclose only that portion of the Confidential Information that is legally required to be disclosed. Supplier will use its reasonable efforts to assist Buyer in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding anything herein to the contrary, the five (5) year time period set forth above will not apply to Confidential Information consisting of trade secrets, personally identifiable information or patient health information (collectively, the "**Protected Information**"). With respect to the Protected Information, Supplier's obligations of confidentiality and non-use will be perpetual. Supplier will not, without the prior written consent of Buyer, use in advertising, press releases, and publicity, on its web site, in any marketing materials or in any other manner, the names, trade names or logo of the Buyer. Supplier shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Buyer is a customer of Supplier.

15. **INDEMNITY.** Supplier shall indemnify, defend and hold harmless Buyer, its parent entities, subsidiaries and affiliates, and each of their respective directors, officers, shareholders, employees, agents, representatives, assigns and attorneys, for any claim, loss, liability, damage, cost, fine, expense (including attorneys' fees and court costs), or obligations of any kind whatsoever resulting directly or indirectly, in whole or in part, from or connected with: (a) Supplier's breach of this Order; or (b) any act, omission or violation of Laws by Supplier, its employees, agents, subcontractors, or anyone directly or indirectly employed or retained by Supplier (collectively, "**Personnel**") in the performance of this Order. Supplier's obligations hereunder include the obligation to pay Buyer the cost to repair or replace any property belonging to Buyer, including, but not limited to, computer equipment, damaged as a result of Supplier's or its Personnel's acts or omissions. If Buyer seeks indemnification by Supplier under this Section, Buyer shall notify Supplier in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Supplier's control; provided that Buyer shall have the right to participate in the defense of any such claim using counsel of its choice, at Buyer's expense. No settlement of a third party claim shall be made without notice to, and the prior written consent of, Buyer, which consent shall not be unreasonably withheld. The indemnification set forth in this Section shall be in addition to the warranty obligations of Supplier.

16. **INSURANCE.** Supplier represents and warrants that it has in effect, and shall maintain in effect throughout the term of this Order, at Supplier's sole cost and expense, the following insurance: (a) workers' compensation insurance at statutory limits and employer's liability insurance in an amount of at least One Million Dollars (\$1,000,000) per claim; (b) general liability insurance in amounts no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate; and (c) professional liability or errors and omissions insurance in amounts no less than \$1,000,000 for each claim and \$3,000,000 in the annual aggregate. If Supplier's insurance coverage is on a claims-made basis, Supplier agrees to purchase tail coverage for all insurance policies required under this Order for a period of not less than five (5) years following the expiration of this Order insuring against claims arising out of the incidents occurring prior to termination of such coverage. All insurance policies required under this Order shall be primary and noncontributory, and shall contain an endorsement waiving rights of subrogation and recovery by the insurers against Buyer. Such insurance shall be obtained from a nationally recognized carrier with an AM Best rating of A or above. Supplier shall provide Buyer with a certificate of insurance evidencing the coverage required under this Order on or before the Effective Date and within ten (10) days of Buyer's request for the same.

In addition, Supplier shall provide an updated certificate of insurance to Buyer prior to the expiration of the current certificate. The certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles, and shall name Children's Hospital Los Angeles as an additional insured with respect to Supplier's general liability insurance. Supplier shall provide not less than 30 days' prior notice to Buyer of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of the coverage required under this Order.

To the extent Supplier is accessing, storing, handling, and/or transmitting personally identifiable information, credit card or other payment card information, and/or any other highly sensitive information, as determined by Buyer, coverage under the professional liability insurance outlined in above shall instead include limits of indemnity that are not less than \$10,000,000 for each claim and in the annual aggregate and shall extend to: (i) any negligent act, error, or omission, negligent misrepresentation or any unintentional breach of contract in rendering or failing to render technology based services; (ii) any negligent act, error, omission, negligent misrepresentation or any unintentional breach of contract that results in the failure of software provided by the Supplier to perform the function or serve the purpose intended; and (iii) all types of intellectual property infringement (other than patent infringement or misappropriation of trade secrets). The professional liability insurance will provide coverage for breaches of security as well as unauthorized access to private or confidential information. The professional liability insurance will provide defense coverage for regulatory investigations and actions as well as coverage for regulatory fines, victim-compensation funds, and damages. The professional liability insurance will provide coverage for privacy-breach costs, such as, but not limited to, notification, credit monitoring, identity-restoration services, forensic investigation, crisis management, and other loss-control measures. The professional liability insurance will not be sub-limited; hence the limits will not be less than \$10,000,000 or the equivalent in policies that use head-count limits for as notification, credit monitoring or identity-restoration services. Moreover, the professional liability insurance coverage for media, security, privacy, and breach costs will be made available to Buyer either by affirmative wording or by carve backs of the professional liability insurance policy's contractual exclusions. Such professional liability insurance must address all of the foregoing without limitation and provide coverage for any act, error or omission caused by an employee of each party or an independent contractor working on behalf of a party. The certificate of insurance evidencing the coverage required under this subsection shall name Children's Hospital Los Angeles as an additional insured with respect to Supplier's privacy-breach and security-breach insurance policies.

17. **DISCOUNTS.** Supplier will, to the extent applicable, fully and accurately report to Buyer all discounts (including but not limited to rebates and credits) as required by 42 C.F.R. Section 1001.952(h). Supplier will report such discounts on each invoice or statement provided to Buyer, clearly delineating the discount provided for such invoiced materials. Each invoice or statement shall list separately discounts applied to capital equipment from discounts applied to disposables and other items which are reported as operating expenses.

18. **INGREDIENTS.** If requested by Buyer, Supplier shall promptly furnish in such form and detail as Buyer may direct: (a) a list of all ingredients in the products purchased hereunder, (b) the amount of one or more ingredients, (c) Materials Safety Data Sheets, and/or (d) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the products purchased hereunder, Supplier agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on products, containers and packing) of any hazardous material which is an ingredient or a part of any of the products, together with such special handling instructions regarding that measure of care and

precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, cleaning, sterilizing, use, or disposal of the products, containers, and packing shipped to Buyer.

19. **COMPLIANCE WITH LAWS.** In performing this Order, Supplier shall comply with all applicable Laws. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or Buyer in retaining or obtaining business or in performing under this Order. Supplier represents and warrants that: (a) neither Supplier, nor its officers or directors have been debarred, suspended, or excluded from providing services under federal or state government programs; (b) it has in force a compliance program to ensure organizational compliance with laws and regulations; (c) the Products/Services purchased hereunder meet all applicable government specifications and requirements and conform to standards imposed on Buyer by Federal, State, and local laws and regulations; (d) all pharmaceuticals and medical devices as defined by the FDA, required to be approved by the FDA, must be so approved and any shipment by the Supplier to Buyer in violation of this provision will be considered a breach of this Order; (e) all fabrics purchased under this Order shall conform to minimum flammability standards for customers as adopted by the State Fire Marshal, Title 19, California Administrative Code; and (f) all Products/Services are compliant with all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the provisions related to Privacy, Security, and Code Sets. If Buyer requests, Supplier shall enter into Buyer's HIPAA Business Associate Agreement. Failure to do so will render this Order void and terminable by Buyer without penalty.

20. **NONDISCRIMINATION; FCPA UNDERTAKING.** Supplier shall not differentiate or discriminate due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability, medical condition, medical history, genetics, evidence of insurability, ability to pay, claims history, or any other category not permitted under applicable state, federal or local law or regulation, or the rules and regulations of Buyer with respect to such matters. Supplier hereby agrees, for itself and its employees, agents and intermediaries, that they will: (a) at all times comply with the U.S. Foreign Corrupt Practices Act; (b) not pay or offer to pay and will not permit or suffer any agent, intermediary or employee to pay or offer to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the other party in violation of the U.S. Foreign Corrupt Practices Act or other applicable anti-bribery laws; and (c) immediately notify Buyer should they become aware of information that suggests a possible violation of the US Foreign Corrupt Practices Act has occurred.

21. **COMPLIANCE WITH BUYER'S POLICIES.** For on-site performance of services, if applicable, Supplier will comply with all safety, health or other administrative requirements, rules, regulations, policies or procedure of Buyer and its facilities where services are performed. With respect to any IS/IT Products/Services, Supplier will comply with Buyer's information security policies and procedures.

22. **LICENSING.** In the event Supplier provides or makes available software or firmware as part of the Goods or Services, Supplier hereby grants to Buyer a perpetual, irrevocable, nonexclusive, fully paid-up, transferable license and/or sublicense (hereinafter "**License**") to possess

and use any such included software or firmware, and all related documentation, upgrades, enhancements, and replacements thereof made available, or required to be made available (collectively "**Software**"), solely in connection with the possession or use of the Goods or Services. In addition, Supplier acknowledges and agrees as follows:

a. Any License granted under this Order for use by Buyer's end users extend to include employees, agents and affiliates of Buyer and those of Children's Hospital Los Angeles Medical Group as well as consultants, contractors, vendors and other persons authorized by Buyer. Further any limitation on the license grant under this Order to "internal use only" or similar terms shall be deemed to include use in connection with third party facilities Buyer operates, manages or to which Buyer provides services.

b. Buyer retains all right, title and interest in and to any data, information (including, without limitation, Confidential Information) and materials ("**CHLA Materials**") provided to Supplier by Buyer or its users or processed by Buyer or its users with Supplier's software, systems, or servers. Supplier shall have no right or license in any such CHLA Materials except to the limited extent necessary to perform its obligations to Buyer during the term of this Order. All CHLA Materials will be returned to Buyer upon the expiration or termination of this Order in a standard importable format reasonably agreeable to Buyer.

c. To the extent Supplier will have remote access to Buyer's systems or networks, Supplier represents and warrants that (a) Supplier will only access Buyer's systems or networks to the limited extent necessary and only in connection with performance of any duties or obligations under this Order and (b) remote access shall only be made under Buyer's guidance, supervision, and monitoring.

d. Supplier will not introduce any viruses, "Trojan horses," key locks, back doors, trap doors, timers, clocks, counters or other limiting designs, instructions, routines or other harmful or otherwise disruptive components or malicious code (collectively "**Malicious Code**") in any service, software, or technology provided to Buyer hereunder. In the event a Malicious Code is introduced, Supplier will immediately remove such Malicious Code, and will provide all necessary services to minimize its impact. In such event, and Supplier will be liable for loss of data or records of Buyer to the extent such loss of data or records is due to any act or omission by Supplier or any Supplier Party (as defined below) the willful or negligent introduction of Malicious Code into the software or into Buyer's information technology environment by Supplier or any third party under its control.

e. Supplier will provide written notice to Buyer in advance of incorporating any open source software into Goods or Services provided to Buyer under this Order, provide Buyer with an analysis of alternative options that do not include open source software, and will proceed with the use of open source software only to the extent of Buyer's written consent. To the extent Supplier incorporates permitted open source software into Goods or Services provided to Buyer under this Order; provided, however, that such permitted open source software (and/or Supplier's inclusion thereof) will not require any software developed or delivered under this Order to be disclosed or distributed in source code form or made freely available to others.

23. **EXCLUSION.** Supplier certifies to Buyer that Supplier, its employees, subcontractors, and any entity in which Supplier has a direct or indirect ownership interest, who will furnish items or services to Buyer pursuant to this Agreement (each, a "**Supplier Party**"), are not now, nor have they ever been convicted of a criminal offense related to health care or excluded, debarred or otherwise deemed ineligible for participation in a "Federal health care program" as defined at 42 U.S.C. 1320a-7b(f) (or any successor statute), or in any other governmental payment program. Supplier agrees to perform monthly screens of each Supplier Party for excluded individuals and entities. Supplier will immediately notify Buyer upon Supplier's receipt of any indication, whether or not official, that any Supplier Party may be excluded or debarred from any Federal health care program, as defined above, for any reason during the term of this Agreement. The certification

set forth in this Section will be an ongoing representation and Supplier will promptly notify Buyer of any change in the status of this certification.

24. **ACCESS TO BOOKS AND RECORDS.** If this Order includes the purchase of services worth \$10,000 or more over a 12-month period, Supplier agrees to make available its books, documents and records to Buyer, the Secretary, U.S. Department of Health & Human Services, the U.S. Comptroller General, and their representatives, upon the request of any of them, to the extent necessary to comply with law. Such books, documents and records shall be preserved and available for four (4) years after the furnishing of such services. If Supplier provides such services through a subcontract worth \$10,000 or more over a 12-month period, the subcontract shall also contain a clause permitting access by Buyer, the Secretary, the Comptroller General, and their representatives to books and records to the extent necessary to comply with law.

25. **LIMITATION OF LIABILITY.** Supplier shall be fully liable for all acts and omissions of Supplier and its Personnel and, notwithstanding anything to the contrary in invoices or other documents issued by Supplier, the Parties agree that any limitations on liability set forth in such documents are hereby deleted and of no force or effect.

26. **GOVERNING LAW.** This Order shall be construed and enforced in accordance with the laws of California, without regard to conflict of law rules. Any suit or action which arises out of or relates to this Order or the transactions contemplated by this Order shall be brought in the federal or state courts located in Los Angeles, California. Each Party hereby irrevocably and unconditionally consents to jurisdiction and venue in the courts located in Los Angeles, California, for such purposes, which shall be the exclusive and only proper forum for adjudicating such a claim.

27. **ASSIGNMENT AND DELEGATION.** Supplier may not assign, subcontract, transfer, or delegate any of its rights or obligations under this Order without the prior written consent of Buyer. For purposes hereof, an assignment will be deemed to occur upon the sale or transfer of (a) a controlling interest in the stock of Supplier or any entity which, either indirectly or directly, owns or controls Supplier, or (b) all, or substantially all, of Supplier's assets. Any attempted assignment, subcontract, transfer, or delegation without Buyer's written consent will be null and void, and will be deemed a non-curable material default of this Order by Supplier, entitling Buyer to exercise any right or remedy available to Buyer at law or in equity by virtue of such default. In the event Supplier assigns, subcontractor, transfers or delegates any of its rights or obligations under this Order, Supplier will ensure that each assignee, transferee, delegatee or subcontractor fully complies with the terms and conditions in this Order and Supplier shall be jointly and severally liable for all acts and omissions of the assignee, transferee, delegatee or subcontractor. Subject to the prohibition contained in this Section, this Order shall be binding upon and inure to the benefit of the permitted successors and assigns of Buyer and Supplier.

28. **DIVERSITY.** Buyer is committed to diversity and strives to hire, develop, and retain a workforce that reflects the communities that Buyer serves. Buyer values relationships with vendors, suppliers, and service providers that share Buyer's value of diversity in all aspects. As such, Buyer requires its vendors, supplier, and service providers to prohibit discrimination on the basis of any protected characteristic in accordance with applicable laws, and encourages its vendors, suppliers, and service providers to promote diversity to support this important goal. Supplier may be periodically required to report its diversity spend to Buyer or provide such other information as may be requested by Buyer.

29. **AMENDMENT; FURTHER ASSURANCES; WAIVER.** This Order may be amended by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Supplier shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Order or to show the

ability to carry out the intent and purposes of this Order, including, without limitation, if requested by Buyer, delivering a certification of compliance with Sections 20 (Nondiscrimination/FCPA Undertaking) and 23 (Exclusion). No delay or omission by either Party to exercise any right or remedy under this Order shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties against whom the waiver is asserted. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

30. **CUMULATION OF REMEDIES.** The various rights, options, elections, powers, and remedies of the respective Parties contained in, granted, or reserved by this Order, are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

31. **NO THIRD PARTY RIGHTS.** The Parties do not intend the benefits of this Order to inure to any third person not a party to this Order. Notwithstanding anything contained herein, or any conduct or course of conduct by any Party, before or after signing this Order, this Order shall not be construed as creating any right, claim or cause of action against either Party by any person or entity not a Party to this Order.

32. **CONSTRUCTION OF AGREEMENT.** The Parties agree that each Party and its counsel have fully participated in the review and revision of this Order and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Order. All references to "dollars" or "\$" in this Order shall mean United States Dollars, and United States Dollars shall be the currency used for all purposes under this Order.

33. **SUPPLIER MANAGEMENT DATABASE.** Supplier, at Supplier's sole cost and expense, must enroll in an online supplier management database designated by Buyer (currently symplr) which automates the evaluation and management of certain supplier information. Supplier hereby consents to disclosing to Buyer (and its outside third party consultants) all such information stored or made available in such online supplier management database.

34. **AUTHORITY.** Supplier represents and warrants to Buyer that it has the full power to enter into this Order and to perform its obligations under this Order.

35. **NOTICES.** Any notice or other communication required or permitted under this Order must be (a) given in writing and (b) delivered personally or sent by overnight courier or United States postage prepaid certified mail, return receipt requested and delivered or addressed as follows: If to Buyer, Attention: Director of Material Services, Children's Hospital Los Angeles, 4650 Sunset Blvd., Los Angeles, CA 90027; if to Supplier, at the address specified on the front hereof (or such address as may hereafter be designated by a Party by written notice thereof to the other Party). Notice shall be deemed to have been duly given on the date of receipt if delivered personally; the day of delivery as indicated by the signature on the air bill (or copy thereof) if by overnight courier; or the day of delivery as indicated on the return receipt if delivered by mail.