

These terms and Conditions ("SHH T&Cs") apply to the offer by Spectrum Health Hospitals' ("Spectrum") to acquire products and/or services specified on the face of the purchase order attached to these SHH T&Cs from the vendor described on such purchase order ("Vendor"). Spectrum's purchase order, along with any written quotation, proposal, proposal, contract or agreement from Vendor, shall be collectively referred to herein as "Proposal". The Proposal describes Vendor's provision of certain products (collectively, "Product(s)") and/or certain services, all such services, including the labor, equipment and material to perform same, collectively referred to herein as "Services." Notwithstanding anything in the Proposal to the contrary, the Proposal is subject to the terms and conditions in these SHH T&Cs, which supercede and control over all inconsistent terms or language in the Proposal. All other terms, conditions, covenants, obligations and agreements in the Proposal shall remain in full force and affect and without any change due to these SHH T&Cs.

(a) Vendor acknowledges and agrees that Spectrum Health Hospitals is the proper contracting party to the Proposal and these SHH T&Cs (collectively, the "Contract").

(b) Vendor shall be deemed to have accepted this Contract upon delivery of any Product or performance of any Service or within thirty (30) days of receipt of this Contract from Spectrum, unless Vendor previously rejects this Contract, whichever comes first.

(c) Any purchase order issued for Products or Services, if any, and/or any other written documentation between Spectrum and Vendor involving Products or Services shall be deemed to relate to and be governed by this Contract, even without specific reference to this Contract. Spectrum objects to and shall not be bound by any additional, different or inconsistent terms or conditions contained in any other communication between Spectrum and Vendor, and such communication(s) and/or prior courses of dealing and trade usage, shall be of no force or effect whatsoever, unless specifically agreed to in a separate written document signed by authorized representatives of both parties. This Contract may be modified only upon a writing executed by both parties.

(d) Vendor is responsible for all transportation costs (including, without limitation, packaging, loading, unloading and insurance costs), duties, taxes, charges, premiums and fees related to any Product. Title and risk of loss shall transfer from Vendor to Spectrum upon delivery to the designated Spectrum facility site. Spectrum shall have the right to inspect the Product after its delivery. At Spectrum's option, a defective Product may be returned to Vendor at Vendor's expense (including packaging and shipping) and Vendor shall promptly provide a replacement Product or credit (or reimbursement if Spectrum has paid Vendor for such defective Product) to Spectrum, as Spectrum elects. Only upon 24 hours prior written notice and at reasonable business hours may Vendor enter upon Spectrum's premises for the purpose of inspecting any Product or providing Services, and such entry and presence must be in accordance with Spectrum's relevant policies and procedures.

(e) Vendor warrants to Spectrum that: (i) any Products or Services provided pursuant to this Contract, including any replacements, corrections or repairs furnished by Vendor (a) do not violate any patent, trademark or copyright, (b) shall be manufactured, sold, distributed, delivered and/or performed, as applicable, in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, industry standards or other standards, labeling, transporting, licensing, approval or certification requirements in the United States, and Vendor shall obtain and

maintain all necessary permits, registrations, and licenses to accomplish same, and (c) shall be performed and delivered in accordance with the highest prevailing industry standards for the type of product or service provided; (ii) any Product provided under this Contract, including any replacements, corrections or repairs furnished by Vendor (a) shall strictly conform to specifications published, furnished, or specified by Vendor and shall be safe for use in conformance with such specifications, (b) shall be safe and free from defects in material and workmanship, (c) shall be free and clear of any liens, or any other encumbrances, (d) shall be adequately contained, packaged, marked and labeled, and (e) will include all applicable service and maintenance manuals; and (iii) all Services shall be provided only by qualified, licensed and well-trained Vendor personnel. Vendor agrees to notify Spectrum immediately upon discovery of any known or suspected deficiency in the Product or Services which may adversely affect the optimal operation and/or use of Spectrum's facility(ies).

(f) Vendor shall obtain and maintain insurance, at its own costs and expense, during the term of this Contract in coverage amounts no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, naming Spectrum as an additional insured, and covering, at a minimum, (i) general liability, (ii) product liability and product recall (to the extent Product is being purchased under the Contract), (iii) professional liability (to the extent professional services are being performed under the Contract), (iv) workers' compensation with statutory limits and (v) any other coverage reasonably necessary to protect Vendor and its agents and employees from any claims arising from its obligations under this Contract. Vendor agrees to submit certificates of insurance, evidencing its insurance coverage, upon Spectrum's request.

(g) Each party agrees to indemnify, hold harmless and defend the other and its affiliates, officers, trustees, agents and employees from and against any claim, liability or loss (including attorneys' fees) arising from breach of this Contract by the indemnifying party or the acts or omissions of the indemnifying party or its employees or agents; provided that neither party shall assume any liability for any act or omission of the other party or its employees or agents. All references within the Proposal to any limitations of remedies and/or damages available to Spectrum are hereby deleted in their entirety without replacement.

(h) In the performance of Services, it is mutually understood and agreed that Vendor shall at all times be acting and performing as an independent contractor. Nothing in this Contract is intended to create an employer/employee relationship or a joint venture relationship between the parties.

(i) Spectrum has in place a Code of Conduct Policy ("Policy"), the goal of which is to ensure that all federal, state, and local laws and regulations are followed and includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Vendor acknowledges Spectrum's commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Contract in accordance with the underlying philosophy and objectives adopted by the Policy, and any compliance violations shall be deemed a breach of this Agreement. Notwithstanding the foregoing, nothing in the Policy shall have the effect of amending any provision in this Contract. By signing this Contract, Vendor represents and warrants to Spectrum that Vendor is not and has not been excluded from participation in any federally funded health program, including, without limitation, the Medicare and Medicaid programs. Vendor agrees to immediately notify Spectrum of any threatened, proposed, or actual exclusion from any federally funded health care program.

(j) Vendor acknowledges that Spectrum has adopted an Intellectual Property Policy ("IP Policy"), which governs the disclosure, assessment, ownership and financial aspects of intellectual property ("IP") developed using Spectrum resources or facilities. In summary, the IP Policy provides that the Vendor assigns to Spectrum the rights to IP developed using Spectrum resources or facilities, subject to other terms of the IP Policy, including but not limited to Spectrum's obligation to share fifty percent (50%) of any royalties resulting from commercialization of the IP (net of certain development and other costs) with the inventor. The IP Policy is available for review by the Vendor upon request by the Vendor made to the Spectrum Legal Department in writing or by calling 616-391-1378. The Vendor acknowledges that the IP Policy was made available for review by the Vendor prior to signing this Agreement, and the Vendor agrees to comply with and be legally bound by the terms of the IP Policy.

(k) Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party, and that the Contract shall in no way be construed or interpreted to be an exclusive arrangement between Spectrum and Vendor. Vendor agrees to assist Spectrum in appropriately reflecting any discounts, rebates or other reductions in price required by 42 U.S.C. 1320a-7b(b) by, without limitation, timely providing to Spectrum all documentation establishing the exact nature and quantity of purchases made, incentive benefits and discounts received under this Contract to allow Spectrum to comply with such requirements.

(l) Vendor agrees not to disclose to third parties any information regarding Spectrum or its business, operations, plans, strategies or patients, including the existence and terms of this Contract, or use such information itself for any purpose other than performing under this Contract, without Spectrum's prior written approval. Vendor agrees to comply in all material respects with the health

information privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), as well as all policies, procedures and practices of Spectrum relating to HIPAA privacy, confidentiality and security of patients' health information to the extent not in conflict with Vendor's own written policies. Vendor further acknowledges and agrees that from time to time HIPAA may require modification to this Contract for compliance purposes. Each party shall cooperate with, and assist, the other party to ensure full compliance with HIPAA by both parties based upon this Contract.

(m) The parties agree to treat this Contract as falling under Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated at 42 C.F.R. Part 420, and to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, for a period of four (4) years after the latest furnishing of Products pursuant to this Contract, access to the books, documents and records, and such other information as may be required by the Comptroller General or the Secretary of HHS to verify the nature and extent of the cost for Products provided by Vendor. If Vendor carries out the duties of this Contract through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

(n) For the greater of the Contract's term or sixty (60) days from date of the Contract's execution, Vendor agrees that any entity which Spectrum controls, which Spectrum is controlled by, or with which Spectrum is under common control, (collectively, "Affiliates") shall have the right to purchase Products and/or Services from Vendor consistent with the terms of this Contract. The issuance of a purchase order by an Affiliate shall constitute the specific Affiliate's agreement to be bound by the terms and conditions of this Contract only to the extent provided by the individual purchase orders. The default, termination and/or breach of the Contract or any similar contractual arrangement with Vendor by any Affiliate shall be limited in affect to that Affiliate and shall in no way affect the rights and obligations of Spectrum or any other Affiliate pursuant to their respective agreements with Vendor.

(o) The terms and conditions of this Contract shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, excluding choice of law principles. No waiver by either party of any right or remedy under this Contract, or delay to exercise thereof, shall constitute a waiver of any other right or remedy. Any notice to Spectrum under this Contract shall be provided to Legal Department, 100 Michigan Street, NE, MC 05, Grand Rapids, Michigan 49503. This Contract constitutes the entire agreement between the parties with respect to its subject matter and supercedes any prior oral or written agreements concerning same.