

SUPPLY PURCHASE TERMS AND CONDITIONS

The following terms and conditions (“T&Cs”) are applicable to the purchase order (“Order”) entered into between Orlando Health, Inc., or any affiliates (collectively “OHI”) and seller (“Vendor”). The Order and T&Cs constitute the offer to purchase the products or equipment (collectively “Products”). Shipment of Products or acknowledgement on the Order, constitutes acceptance of the offer by Vendor unless the parties enter into or have entered into a formal written agreement (“Agreement”), in which case the Agreement shall control. Any additional or varying terms or conditions included in Vendor’s acceptance of OHI’s offer are expressly objected to unless such terms are expressly accepted in writing by OHI.

1. Purchase and Payment Terms.

a. Order & Purchase Commitment. OHI shall have no obligation to: (i) purchase any predetermined amount or quantity of Products except what is set forth in the Order; or (ii) purchase the Products exclusively from Vendor. Vendor may not change the type or brand specified in the Order without express consent by OHI. Vendor shall immediately notify OHI of any issues in the manufacture or production of any Products and of any backorder that might affect Vendor’s ability to meet obligations under the Order. Prior to the date that OHI submits an Order and Vendor’s acceptance of the Order, Vendor immediately shall provide OHI all published specifications for the Products, as may be applicable. Vendor shall be deemed to have assented to all terms and conditions contained herein upon Vendor’s acknowledgment of an Order or commencement of performance.

b. Invoices, Taxes & Payment. OHI is exempt from paying Federal Excise and Sales taxes for the Products. OHI shall provide proof of tax exemption upon request from Vendor. Vendor shall be paid upon submission of an invoice to OHI at the prices stipulated to in the Order so long as Vendor is properly recognized as an OHI registered Vendor in accordance with OHI’s Vendor policies. Invoices must be received within thirty (30) days of delivery of the Products. Invoices shall be sent to OHI Accounts Payable at apinvoices@orlandohealth.com. Each invoice shall identify Vendor, Vendor’s EIN, and OHI’s Order number. OHI shall pay undisputed payments net thirty (30) days following receipt of a proper invoice. OHI’s payment of the purchase price does not indicate its acceptance of the Products or a waiver of any right of OHI to test or inspect the Products. Any disputed amounts or invoice discrepancies shall be resolved by OHI and Vendor within one (1) year of invoice date.

c. Discounts. The parties understand that the pricing provided in an Order may be considered a “discount” within the meaning of 42 U.S.C. Section 1320a-7b(b)(3)(A) of the Social Security Act and the regulations promulgated thereunder at 42 C.F.R. Section 1001.952(h). Each party agrees to comply with their corresponding obligations in accordance with 42 C.F.R. § 1001.952(h).

d. Late Fees. OHI shall not be subject to late fees on any unpaid or outstanding invoice.

e. Changes in Fees. Vendor may increase or adjust the basis for calculating fees for Products one (1) time annually by providing OHI at least ninety (90) days prior written notice.

2. Delivery, Shipping & Installation.

a. Shipping and Delivery. Time is of the essence for any Order. All shipments will be F.O.B. Destination freight paid by Vendor. In cases where prices in the Order are not F.O.B. destination, Vendor shall prepay all charges and submit the same on an invoice. No C.O.D shipments will be accepted. In instances where OHI is responsible to pay for freight, Vendor agrees to utilize OHI’s freight vendor. Vendor shall be responsible for and will reimburse OHI for the total freight charges for any shipments that qualify for, but, as a result of Vendor error or omission, are not handled in accordance with OHI’s freight vendor. Delivery is to be made to the “Ship To” location shown on the face of the Order. Delivery shall be within the normal working hours Monday through Friday, unless otherwise specified. Delivery due date will be indicated on the face of the Order. Early delivery must be approved in advance by OHI. Failure to make delivery by or before delivery due date constitutes cause for cancellation by OHI without penalty.

b. Furnish and Install. For items that require installation, Vendor shall have the complete responsibility for the Products until it is installed and working. Any special installation preparation and requirements must be submitted to OHI in advance. All transportation and coordination arrangement will be the responsibility of the Vendor at Vendor’s expense. Delivery will be coordinated so that Products will be delivered directly to the installation site unless otherwise agreed. Vendor agrees to cooperate with OHI for the installation.

3. Risk of Loss. Unless otherwise specified in the Order, the title and risk of loss of the Products shall not pass to OHI until OHI accepts the Products.

4. Acceptance and Inspection. Unless expressly agreed otherwise, OHI will have thirty (30) days (“the Inspection Period”) from the delivery of the Products (or installation and calibration if applicable) to examine, inspect and accept or reject any Products delivered under an Order in accordance with OHI processes and policies. During the Inspection Period, OHI will attempt to notify Vendor of any grievance concerning the Products, including but not limited to any claimed shortages, defects, quality problems, or delivery errors, and Vendor will undertake all reasonable efforts to correct such deficiencies in a timely manner. OHI’s failure to accept, reject or detect defects during inspection does not relieve Vendor from its responsibility to provide Products in accordance with its product specifications and Order requirements. In the case of a rejection, Vendor will arrange for the return of the rejected Products to its facility at Vendor’s cost. For any Products where a defect would not be reasonably discovered until it is put into clinical use, OHI reserves the right to reject acceptance of such Products until such time.

5. Recalls. Vendor shall provide OHI with a written notice and/or copy of all communications from Vendor or the FDA advising of a recall, request for a recall, market withdrawal, safety alert, or an issue of availability, whether voluntary or initiated by the FDA within twenty-four (24) hours of Vendor’s receipt of any such request, or shorter period of time if applicable. In addition, Vendor agrees that it shall provide notice of any recalls, supply issues or safety issues to 7312 Kingspointe Pkway, MP 01, Orlando, FL 32819; Cheryl.levine@orlandohealth.com, and mariapurchasing.perez@orlandohealth.com. Vendor shall reimburse OHI for all costs associated with any corrective action, withdrawal, or recall requested by Vendor or required by any governmental entity, including costs incurred by OHI related to finding alternative product sources. Vendor shall forward to OHI a copy of any and all peer reviewed communications, notices or other information (“Communications”) it distributes, produces, disseminates or publishes to physicians, medical staff members or similar health professionals (“Practitioners”) regarding any of its Products, including information on adverse events and negative or adverse clinical or academic publications. Such Communications shall be sent to OHI simultaneously with its distribution to Practitioners. In the event of any recall, market withdrawal, unavailability, manufacturer issue, adverse academic or clinical publications regarding the safety or effectiveness of any Products, OHI shall be excused from compliance with any and all sales increments or compliance requirements contained within an Order or other agreement related to the Products.

6. Confidentiality; Privacy; Compliance with Laws.

a. Confidentiality. Each party and its designated representatives agree that any information regarding the other party’s operations, strategic plans, or other proprietary information to which the receiving party becomes privy will be considered confidential and held in confidence by the receiving party unless: (i) it is, or later becomes without any fault of receiving party, public domain information; (ii) it was known by the receiving party before disclosure; or (iii) it is independently developed by the receiving party or independently learned from another source without an obligation of confidentiality. Each party may disclose the confidential information, to their employees, contractors, or agents so long as such employee, contractor or agent is bound by similar confidentiality requirements as contained herein.

b. Privacy. Vendor acknowledges that OHI is subject to various state and federal laws regarding the confidentiality and security of individually identifiable health information (“Protected Health Information” or “PHI”) as such terms is defined at 45 C.F.R. § 160.103. Such state and federal laws include, but are not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) commonly known as “HIPAA”, as modified, or supplemented by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (42 USC § 17921 et. seq.), and the regulations and guidance adopted and to be adopted in connection therewith. For purposes of complying with the privacy provisions of HIPAA and the HITECH Act, it is expressly acknowledged that to the extent i) the Products involves viewing or exchanging of PHI between the parties, ii) Vendor will be provided access to OHI electronic systems, or iii) the relationship with OHI may be considered as that of a “Business Associate,” as such term is defined by HIPAA and the HITECH Act, Vendor will execute a separate Business Associate Agreement if specifically requested by OHI.

c. Retaining Information; Access to Records. Until the expiration of four (4) years, each party shall maintain records concerning this transaction, and their relationship. To the extent applicable and as required by law, upon

the written request of the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives, Vendor shall make available any directly related books, documents, and records (collectively, the "Records") of Vendor that are necessary to certify the nature and extent of costs of the services incurred by OHI related to the subject matter of the Order and as required by the provisions of 42 U.S.C. § 1395x(v)(1)(I) and 42 CFR § 420.300-420.304. The Records shall be available until the expiration of four (4) years after the furnishing of Products. Vendor shall have a similar provision in all subcontracts with a value or cost totaling \$10,000 or more over a twelve (12) month period, if any, for providing services related to the subject matter of the Order. Vendor agrees to promptly notify OHI of any requests it receives for access to Vendor's records and a copy of such notice.

d. Program Exclusion. Vendor represents and warrants that neither it nor any of its current directors, officers, employees, agents or subcontractors: (i) is currently excluded, debarred or otherwise ineligible to participate in Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"); (ii) has been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) has been excluded, debarred or otherwise declared ineligible to participate, during the last five (5) years, in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the parties' relationship and Vendor shall promptly notify OHI of any change in the status of the representations and warranty set forth in this Section. Any breach of this Section shall give OHI the right to terminate any Order immediately upon notice to Vendor.

e. Laws. Each party agrees to comply with, all applicable laws, rules, requirements, and regulations including but not limited to United States and foreign manufacturing laws, labor laws, disability laws, employment opportunity laws, discrimination laws, environmental laws, product safety laws, and federal, state, and local healthcare laws, regulatory rules and requirements, including standards published by the Joint Commission.

7. On Premises Services. In the event Vendor provides services in person, including as a Product representative or for Product installation or maintenance on OHI premises, Vendor agrees to comply with OHI policies and procedures while on the premises, including any Vendor badges and access requirements. Vendor agrees that it shall be provided only the minimum level of access needed, in OHI's discretion, to complete its obligations. OHI shall have the right to reasonably reject without penalty any Vendor personnel who fails to comply with the policies and procedures of OHI.

8. Information and Data Security. As may be applicable, Vendor will maintain and enforce reasonable industry standard information security and physical security procedures in compliance with federal and state laws and regulation to protect the privacy and security of OHI's personal information, including OHI customer's personal information and PHI, should such information be accessible by or to Vendor via the Products. In the event the Products contains software, (i) Vendor will monitor its software and systems that contain OHI's information for vulnerabilities, risks and threats and implement software updates and patches within thirty (30) days of the update or patch's release, and (ii) Vendor hereby grants to OHI an irrevocable, perpetual, paid-up, worldwide, nonexclusive license to use the Software for such purposes. In addition, Vendor will take all reasonable precautions to prevent the transmission of any computer virus, malware, or other malicious code to OHI's resources or system. To the extent that Vendor personnel is provided (a) a login ID, password or other authentication credential; or (b) OHI identification cards or other physical security access (collectively, "Credentials"), Vendor acknowledges that any Credentials issued to it are OHI's personal information, and Vendor will not share, disclose or use the Credentials in any unauthorized manner. Vendor agrees that it is responsible for the actions of any personnel using the Credentials issued. Vendor will promptly return any Credentials to OHI upon request or when network or physical access is no longer required.

9. Warranties. Vendor expressly warrants and guarantees that the Product(s) (i) do and will conform with the Order; (ii) are free from defects in materials, workmanship, and design; (iii) are free from liens, restrictions, security interests or encumbrances; and (iv) are suitable for, and perform in accordance with, the particular purposes for which they were purchased by OHI and for which they were designed, manufactured, or constructed. Vendor warrants that Products will not infringe upon or constitute a misappropriation of any United States patent, copyright, trade secret, trademark, or other intellectual property rights of any third party. No warranties applicable to the Products, whether express or implied, are intended to be enhanced, diminished, or disclaimed by these T&Cs.

10. Indemnification. Each party shall indemnify, defend and hold harmless the other party, its officers, directors, agents, and employees from and against all claims, liabilities, damages, or other expenses (including reasonable

attorneys' fees) whether to person (including bodily injury or death) or property, to the extent that such damage or injury is related in any manner to any negligent or intentional acts or omissions of a party, its officers, agents, employees, independent contractors, and assigns while engaged in and during the course of the performance related to the Order. In addition, Vendor shall indemnify, defend and hold OHI, and its respective officers, directors, employees, and agents harmless, from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by OHI as a result of any third party claim i) that the Products infringe or misappropriate any copyright, patent, trademark, trade secret or other intellectual property right of any third party; and/or ii) that is related in any manner to the Products provided to the extent there is no attributable fault to OHI. Each party shall reasonably cooperate with the other party, at such party's expense, in defending or settling such indemnified claim. No party shall be required to consent to a judgment against it or enter into a settlement that is prejudicial to it. If, as a result of the infringement claim, OHI is enjoined from using the purchased Products Vendor will, at its sole option and expense, either: (i) procure for OHI the right from such third party to use the Products; (ii) replace or modify the Products with other suitable and reasonably equivalent product so that the Products become non-infringing; or (iii) if (i) and (ii) are not commercially practicable, refund all license, costs, implementation and support fees actually paid by OHI to Vendor under this Order. Notwithstanding the forgoing, Vendor has no obligation for any claim of infringement arising from: (i) Product modifications by OHI or a third party not under control of Vendor; or (ii) use of the Products or services not approved by Vendor.

11. Insurance. As applicable, Vendor shall maintain and provide upon OHI request, proof of appropriate insurance. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting the Vendor's liability and obligations hereunder. In the event of access and/or exchange of data, Vendor shall maintain Privacy and Network Security (a/k/a cyber) insurance in a minimum amount of no less than \$2 million per loss.

12. LIMITATION OF OHI'S LIABILITY. NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS ORDER.

13. Miscellaneous. The parties shall be excused from the performance of any obligation under the Order if and for so long as and only to the extent that the non-performance of such obligation occurs by reason of any act of God, including but not limited to fire, flood, storm, earthquake, epidemic, war, act of terrorism, national emergency or natural disaster or other event that is beyond the reasonable control of the non-performing party ("Force Majeure"), provided that the party claiming such excuse from performance shall have used commercially reasonable efforts to minimize the effects of the Force Majeure and resume performance. If such event occurs unabated for a period of thirty (30) days or longer, the party not claiming the excuse may cancel the Order upon five (5) day's written notice to the other party. The relationship between OHI and Vendor is that of independent contractors. Nothing shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. Each party agrees that it will not use the other's name or logo in any written advertising, promotional material, or publicity without the prior written approval of the other party. If any provision of these T&Cs become invalid or unenforceable for any reason, the Parties agree to modify such provision as may be necessary to make it valid or enforceable. The invalidity or unenforceability of any provision of these T&Cs shall not affect the validity or enforceability of the other provisions. Order and T&Cs shall be governed by the laws of the State of Florida, without regard to conflict of law principals or similar concepts. Jurisdiction and venue shall lie, and all legal proceedings for any dispute shall be brought in Orange County, Florida. These T&Cs, the Order and any applicable specific warranty constitutes the entire agreement between the parties and supersedes all previous negotiations, agreements, and commitments with respect to OHI's purchase of the Products, unless a definitive written Agreement is otherwise executed between the parties. No additional or different terms, conditions, waivers, or modifications are binding unless in writing and executed between the parties.