

BOONE HEALTH STANDARD TERMS AND CONDITIONS

The provisions stated in these Standard Terms and Conditions apply to purchases of products or services from any third party (“Contractor”) by CH Allied Services, Inc. d/b/a Boone Health and its affiliates (collectively, “Boone Health”) and supersede any conflicting terms or conditions contained in the Contractor’s proposal, bid, purchase order, order confirmation, or other documents relating to transactions between Contractor and Boone Health, except to the extent the parties have mutually agreed in writing to terms that conflict with these Standard Terms and Conditions.

1. **Services.** Services will be provided in accordance with all applicable federal, state or local statutes, regulations, or ordinances, as well as all applicable standards of The Joint Commission, any other applicable accrediting or certifying organization, and any applicable policies and procedures of Boone Health. Contractor will, at all times during its performance establish and enforce safe working procedures in compliance with all applicable safety standards. Contractor will assure that all employees providing services have received all necessary or appropriate training, and, upon request, will provide documentation evidencing the same to Boone Health.

2. **Products.** Boone Health may cancel any order of products in whole or in part, without liability, if (a) products have not been shipped as of the date of Contractor’s receipt of notice of cancellation; (b) product deliveries are not made at the time and in the quantities specified. Contractor assumes all responsibility for proper packaging of any products for safe shipment to Boone Health, in accordance with both the packing and shipping regulations applicable to the product, and also, if applicable, the packaging, marking, labeling and shipping paper requirements of the United States Department of Transportation’s Hazardous Material Regulations.

3. **Payment and Pricing.**

a. The payment terms for product purchases shall be net sixty (60) days from the date that an invoice is received by Boone Health. No minimum quantity or dollar amount shall apply to any order unless expressly agreed to by the parties in writing. If Contractor charges Boone Health a price higher than agreed, Contractor shall issue Boone Health a refund (not a credit) in the amount of such overpayment promptly following discovery by Contractor, or discovery by and notice to Contractor thereof by Boone Health.

b. For purchases of hardware and/or equipment, together with any software, payment for the same will be made as follows:

i. Eighty percent (80%) of the purchase price within thirty (30) days of delivery of the hardware, software and/or equipment to the site where it is to be installed; and

ii. Twenty percent (20%) of such purchase price upon invoicing at the conclusion of the Final Evaluation Period as described below.

4. **Remedies.** Regardless of any limitations of liability or remedy that are proposed by Contractor, all remedies available under the laws of the state of Missouri are included in this transaction.

5. **Repairs.** All repairs, if any, will be made at Boone Health’s location unless Boone Health and Contractor have otherwise agreed.

6. **Successors and Assigns.** These Standard Terms and Conditions are binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Boone Health's written approval will be required to allow delegation or assignment of a duty to perform any obligation owed to Boone Health. The rights, obligations or duties of Contractor may not be assigned without Boone Health's written consent. Boone Health reserves the right to assign its rights under these Standard Terms and Conditions to any subsidiaries and affiliates of Boone Health, Inc.

7. **Governing Law.** The laws of the state of Missouri will govern this transaction, and Boone Health does not consent to any litigation outside that state.

8. **Arbitration.** This transaction is not subject to arbitration or mediation in the resolution of disputes.

9. **Taxes.** Boone Health is a tax-exempt entity, a copy of a tax-exempt certificate will be provided to Contractor upon request. Boone Health will not be required to pay any taxes normally levied against Contractor.

10. **Nonexclusivity.** Boone Health reserves the right to enter into arrangements to acquire from other sources the same, competing or different services or products as those purchased from Contractor. Contractor reserves the right to enter into arrangements to provide to other customers the same, competing or different services or products as those purchased by Boone Health.

11. **Warranties.**

a. For products purchased by Boone Health from Contractor, Contractor warrants that all items delivered to Boone Health will be free from defects in design, workmanship, material, and manufacture; will meet all specifications specified by Boone Health, if any; will be identical to any samples furnished by Contractor; and will be free of all liens, claims, and encumbrances of title. Contractor further warrants that all items purchased by Boone Health for resale at retail will be of merchantable quality and that, if Contractor is not the manufacturer, the items will fully comply with all of the manufacturer's representations and warranties; all manufacturer's warranties will be assigned by Contractor to Boone Health; Contractor will fully enforce the same; and Contractor hereby appoints Boone Health as Contractor's agent to enforce such warranties at Contractor's expense if Contractor fails to do so. There are no express or implied warranties other than the foregoing. The warranties provided in this paragraph will survive the delivery, inspection, acceptance and payment by Boone Health. All warranties will run to Boone Health and its successors, assigns, patients, and any third party injured in person or property by reason of any breach thereof. Contractor will indemnify, defend and hold Boone Health harmless against all claims, losses, damages, costs, expenses, or liabilities proximately caused by breach of any warranty.

b. If any of the warranties specified in Section 10.A above or otherwise applicable are breached by Contractor, Boone Health may, at its election, (1) require Contractor to correct, at Contractor's sole expense, any defect or nonconformance by repair or replacement at Boone Health's applicable location, or (2) return any defective or nonconforming goods to Contractor at Contractor's expense and recover from Contractor the price thereof. The foregoing remedies are in addition to all other remedies at law, in equity, or as contained in these Standard Terms and Conditions and shall not be deemed to be exclusive. Contractor agrees not to supply any goods or material previously rejected by Boone Health or any of Contractor's other customers. If any goods are

found by Boone Health within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of this section, Boone Health may, in addition to any other rights which it may have under warranty or otherwise, reject or return such goods at Contractor's expense, which goods shall not be replaced by Contractor without a written authorization from Boone Health. Payment for goods or services will not constitute acceptance thereof by Boone Health.

c. Contractor's exclusion of any warranty in the event of a repair or modification made by someone other than service personnel authorized by Contractor is limited to only that defect, if any, caused by such unauthorized repair or modification.

d. Contractor warrants that by performing its duties and obligations, Contractor will not violate, and will not cause Boone Health to violate, any of the following: (1) Section 1877 or Section 1903(s) of the Social Security Act, as amended by both Section 13562 of the Omnibus Reconciliation Act of 1993 and Section 152 of the Social Security Act Amendments of 1994; (2) any rules and regulations applicable to (1) and promulgated by either the Department of Health and Human Services or the Health Care Financing Administration, whether or not such rules and regulations are final or only proposed (1) and (2) commonly referred to collectively as the "Stark laws" or "physician self-referral laws"; or (3) 42 U.S.C. '1320a-7b(b) (commonly referred to as the "Anti-Kickback Statute").

12. **Insurance**. Contractor will maintain, at its sole cost and expense, the following insurance coverage:

a. If Contractor's employee(s) will be on Boone Health's premises at any time, Workers' Compensation insurance in the amount required by law to cover its employees only;

b. If Contractor's employee(s) will be on Boone Health's premises at any time, Employer Liability insurance in the minimum amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease for each employee;

c. General Liability, including products liability and completed operations, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate, on an occurrence basis;

d. Errors and Omissions or, if Contractor will have involvement in clinical services provided to patients of Boone Health, Medical Professional Liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate; and

e. If Contractor will use vehicles in the performance of services, Automobile Liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) each accident.

Such insurance will be maintained for the life of any goods and/or services delivered to Boone Health. Contractor agrees to provide Boone Health with a certificate of insurance evidencing such coverage and agrees to notify Boone Health in writing thirty days before making any changes in the amounts of such coverage. If occurrence-based insurance is not reasonably available, Contractor may maintain claims-made coverage, provided Contractor agrees to purchase tail coverage if the claims-made coverage is terminated or canceled for any reason.

13. **Hazardous Chemicals.** If Contractor will be distributing or bringing potentially hazardous chemicals to any Boone Health locations, Contractor agrees to provide Material Safety Data Sheets to a designated representative of Boone Health at least five (5) days prior to bringing such chemicals to said Boone Health locations.

14. **Indemnification.**

a. Contractor agrees to indemnify, defend and hold harmless Boone Health and its affiliates, and their directors, officers, employees and agents, against any liability, claim, damage, cost, fines, penalties, loss or expense (including, without limitation, attorneys', accountants and consultants' fees and court costs), incurred by or imposed upon them in connection with any claims, suits, actions, demands or judgments arising out of (1) the products or services provided or arranged by Contractor, (2) the failure of Contractor to meet the requirements of any statute, regulation, or other applicable standard; and (3) any other activities to be carried out by Contractor for Boone Health.

b. For Boone Health's purchase of software, hardware, equipment, or products (collectively, the "Purchased Items"), Contractor agrees to defend, indemnify and hold harmless (including reasonable attorneys' fees) Boone Health, its corporate affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as the "Indemnified Party") against all liability (other than liability solely the fault of the Indemnified Party) arising from the acts, omissions or negligence of Contractor or its agents and the license to or use by Boone Health of the Purchased Items, including (but not limited to) the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the licensing of the Purchased Items. Contractor may, at its option, conduct the defense in any such action arising as described herein, and Boone Health promises fully to cooperate with such defense. This indemnification is limited to the Purchased Items delivered to Boone Health and does not cover third-party claims arising from modifications not authorized by Contractor. If a claim causes Boone Health's quiet enjoyment and use of the Purchased Items to be seriously endangered or disrupted, Contractor shall (1) replace the Purchased Items, without charge, with a compatible, functionally equivalent and non-infringing product; (2) modify the Purchased Items to avoid the infringement; or (3) obtain a license for Boone Health to continue use of the Purchased Items and pay for any additional fee required for such license.

15. **Liability and Indemnification.** Unless mutually agreed in writing, any attempts to exclude, restrict or limit Contractor's liability or to impose contractual indemnification on Boone Health are of no force or effect.

16. **Public Statements.** Contractor agrees not to make any public statement regarding Boone Health's purchases without the prior written approval of Boone Health. In addition, Contractor agrees not to use any Boone Health logos in any way and shall in no way state or imply that Boone Health endorses Contractor's products or services.

17. **Access to Records.** Contractor agrees, if the purchases are ultimately determined to be purchases to which Sec. 1861(v)(1)(I) of the Social Security Act, as amended, applies, to provide such access to books and records and perform such obligations as may from time to time be specified for subcontractors in Sec. 1861(v)(1)(I) of the Social Security Act, as amended, and regulations promulgated in implementation of such Act.

18. **Waiver.** The waiver of a breach or violation of any provision of these Standard Terms and Conditions will not be a waiver of any subsequent breach of the same or any other provision.

19. **Severability.** If any provision of these Standard Terms and Conditions are held to be unenforceable, such unenforceability will not affect the remainder of these Standard Terms and Conditions, which remain in effect and enforceable.

20. **Notices.** All notices will be written and delivered or sent to Boone Health and Contractor, directed to the attention of the President of Boone Health, with copy to Legal Services at 1600 E. Broadway, Columbia MO, 65201, or Contractor, at the addresses specified. Notices will be deemed delivered on personal delivery or forty-eight (48) hours after deposit in the United States Post Office.

21. **Purchase Order.** For purchases of items, the terms of Boone Health's purchase order are hereby made a part of these Standard Terms and Conditions. In the event of an inconsistency between these Standard Terms and Conditions and Boone Health's purchase order, the terms and conditions of these Standard Terms and Conditions will supersede those of the purchase order.

22. **Termination.**

a. **Termination Without Cause** - Contractor agrees that Boone Health may terminate any contract without cause upon ninety (90) days' prior written notice, and will not be obligated to pay liquidated damages resulting from any early termination.

b. **Termination for Cause** - Contractor agrees that in the event of a material breach by Contractor that is not cured within thirty (30) days after written notice from Boone Health, any contract may be terminated by Boone Health after expiration of such cure period.

c. **Insolvency** - Contractor agrees that, in the event that it becomes bankrupt, seeks protection from its creditors, or invokes protection under any federal or state insolvency legislation, Boone Health may terminate any contract immediately upon giving notice to Contractor, with such termination to be without prejudice to other recourse against Contractor.

d. **Change of Control** - Contractor agrees that, in the event of an announcement that Contractor will be acquired by, or will be subject to majority control by, an entity that does not currently own or exert majority control over Contractor, Boone Health may terminate any contract immediately upon giving notice to Contractor.

23. **Confidentiality.** Contractor acknowledges that Contractor may become privy to or aware of proprietary or confidential information of Boone Health, including but not limited to information relating to patients and their care and the pricing of supplies and equipment. Contractor agrees: (A) to maintain in confidence all such proprietary or confidential information; (B) that it will not disclose such information to any third parties, and particularly not to other existing or potential contractors or customers, except with Boone Health's consent or to the extent required by law; and (C) that it will not use the information for any other purposes other than those relating to the provision of products and services to Boone Health.

24. **Nondiscrimination in Employment.** If any transaction is in furtherance of a U.S. government contract or subcontract or is otherwise subject to the provisions of the Equal Opportunity Clause as promulgated by Section 202 of Executive Order 11246, dated September 24, 1965, or to 41 C.F.R. '60-250 (requiring affirmative action to employ certain veterans), or to 41 C.F.R. '60-741 (requiring affirmative action to employ certain handicapped individuals) or to any other federal law, rule or regulation applicable to

Boone Health as a U.S. government contractor or subcontractor (including but not limited to any applicable Section of 48 C.F.R. Chapter 1), the contract provisions required therein are hereby incorporated by reference. Contractor also agrees to comply with all local, state and federal laws and executive orders and regulations that are applicable to Contractor because Boone Health is a U.S. government contractor or subcontractor. This includes, without limitation, the obligation of Contractor to sign an EEO Certificate of Compliance on an annual basis.

25. **Independent Contractors.** Contractor acknowledges that Boone Health is a party independent from Contractor and that nothing will be construed or deemed to create a relationship of employer and employee, principal and agent, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of any contract.

26. **Change of Laws.** In the event that any law or regulation enacted, promulgated or amended, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction (collectively "Change of Laws") materially affects or materially impacts upon the reasonable expectations of Contractor or Boone Health, renders any provision of these Standard Terms and Conditions illegal or unenforceable, or materially affects the ability of any party to perform its obligations, then (1) the provision determined to be illegal or unenforceable shall be deemed omitted, and the remaining portion of these Standard Terms and Conditions shall remain in full force and effect

27. **Exclusion From Federal Programs.** Each party represents that: (a) it is not currently excluded, or threatened with exclusion, from participating in any federal or state funded health care program, including Medicare, Medicaid, and CHAMPUS; and (b) it has never been subject to any sanctions by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this representation, and the notified party reserves the right to terminate any contract upon receipt of such notice.

28. **Discounts.** If pricing includes a discount or other reduction in price under Section 1128B(b)(3)(A) of the Social Security Act, Contractor warrants that such pricing meets the requirements of the discount safe harbor (42 C.F.R. '1001.952(h)) under the Anti-Kickback Statute and that Contractor will provide Boone Health with all information reasonably necessary for Boone Health to perform its reporting and other requirements pursuant to this safe harbor.

29. **Rebates.** If Boone Health is entitled to a rebate, such rebate, along with an itemization of Boone Health's purchases during the period of time covered by the rebate, will be hand delivered or sent via U.S. Mail to: Boone Health, 1600 E Broadway, Columbia, MO 65201, Attn: Supply Chain Management.

30. **Freight on Board ("FOB").** Contractor will utilize its FOB program and retain all legal rights, title, and responsibilities for the goods or services provided by Contractor until such goods or services are delivered to Boone Health. If Contractor does not have an FOB program, Contractor will utilize Boone Health's FOB program, which information will be provided to Contractor upon request.