

COMMONSPIRIT HEALTH STANDARD TERMS AND CONDITIONS

Except as otherwise provided below, the following CommonSpirit Health Standard Terms and Conditions (the "Standard Terms and Conditions") apply to all purchases of goods or services, including leases or licenses, and also including software licenses (all collectively referred to herein as a "Purchase" or "Purchase(s)") made by CommonSpirit Health, a Colorado Non Profit Corporation and the facilities it owns, manages, leases or controls (referred to in these Standard Terms and Conditions as "CommonSpirit") from vendors (referred to in these Standard Terms and Conditions as a "Vendor" or "Vendors") hereafter referred to individually as the "Party" or collectively as the "Parties". These Standard Terms and Conditions are incorporated into each every purchase order issued by CommonSpirit by this reference.

1. Definitions. As used in these Standard Terms and Conditions, and in addition to the definitions appearing elsewhere in these Terms and Conditions, the following terms shall have the following meanings.

- (a.) "Facility" or "Facilities" shall refer to acute care hospitals, medical office buildings, clinics and other medical, office or other facilities that CommonSpirit owns, leases, operates, manages or controls, whether in its own name, through an assumed business name or otherwise.
- (b.) "Purchase Agreement" means the agreement between CommonSpirit and Vendor for a Purchase made up of the Purchase Order Documents.
- (c.) "Purchase Order" shall mean the written form of purchase order issued by CommonSpirit to a Vendor for a Purchase.
- (d.) "Purchase Order Documents" shall consist of (i) a Purchase Order; (ii) these Standard Terms and Conditions; and (iii) any other documents provided by Vendor and associated with a Purchase including but not limited to a quotation or invoice.

2. Conflict in interpretation, Order of Precedence. Except as provided herein, Vendor agrees that should any conflict or inconsistency arise between the application or interpretation of these Standard Terms and Conditions and any other document, the following order of precedence will apply: i.) A corporate agreement between Vendor and CommonSpirit Health and specifically approved by CommonSpirit Health's Senior Management; ii.) Purchases made pursuant to a written agreement between the Vendor and a CommonSpirit Health Facility and specifically approved by a member of the CommonSpirit Health Facility's Senior Management; iii.) Purchases made subject to the terms and conditions of an agreement between Vendor and a Group Purchasing Organization that CommonSpirit Health participates in; iv.) These Standard Terms and Conditions and the terms of the applicable purchase order; and v.) Any documents provided by the Vendor. Other than as provided above, all Purchases will be subject to these Standard Terms and Conditions. All pre printed terms and conditions contained on any documentation provided by Vendor are of no force or effect and are not binding upon CommonSpirit Health.

3. Acceptance of a Purchase Order. A Purchase Order is an offer to buy or rent by CommonSpirit and not an acceptance of Vendor's offer to sell or rent. A Purchase Order can only be accepted upon the terms and conditions expressed in the Purchase Order Documents and may not be modified, amended or waived except in a writing signed by CommonSpirit's duly authorized representative. CommonSpirit objects to any additional or different terms or conditions, whether or not material, contained in any acceptance, acknowledgment or confirmation of the Purchase Order. Vendor may accept the Purchase Order by acknowledging or confirming it, commencing performance or other means manifesting an assent to be bound.

4. Cancellation. Purchases may be cancelled as follows: (i) To the extent the Purchase is for services or involves a Lease or License agreement, CommonSpirit may cancel the Purchase with or without cause, and without penalty, upon thirty (30) days' advance written notice to Vendor; and/or (ii) To the extent the Purchase is for the purchase of goods, CommonSpirit may cancel the Purchase without penalty, at any time prior to delivery.

5. Software License. Goods provided may include certain software (the "Software"). Software may include software developed by Vendor and included directly with the goods provided and in other cases may be Software licensed from third parties, but provided by Vendor. Vendor hereby grants CommonSpirit a non exclusive, perpetual, irrevocable license, to: (i) Install, execute, and use the Software on computers and

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equipment for use by and on behalf of CommonSpirit's authorized users; (ii) Reproduce the Software for back-up and archival, testing, and support purposes; (iii) Exercise any additional rights set forth in the Purchase Agreement; and (iv) Permit third parties to exercise the rights and licenses granted hereunder on behalf of CommonSpirit specified in the Purchase Agreement.

6. **Time of the Essence.** Time and strict compliance by Vendor with the terms of the Purchase Agreement are of the essence with respect to all provisions of Purchase Agreement, including these Standard Terms and Conditions; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed by the Purchase Agreement.
7. **Shipping Terms.** Unless specified otherwise in the Purchase Agreement, all shipping and handling costs necessary to deliver goods are borne by the Vendor. Risk of loss or damage to goods shall pass to CommonSpirit at the time the goods are received by CommonSpirit.
8. **Payment Terms / Invoicing and Invoicing Practices.** Unless otherwise specified in the Purchase Agreement, payment will be due from CommonSpirit forty-five (45) days from receipt of Vendor's invoice or receipt of goods or services, whichever is later. CommonSpirit may pay within twenty (20) days of invoice, in which case CommonSpirit will take a two (2%) percent Prompt Pay Discount. CommonSpirit is not responsible for payment of invoices received more than one hundred eighty (180) days from receipt or acceptance of goods. Invoices must be complete and accurate and must be submitted as set forth in this Purchase Agreement and within thirty (30) days of: a.) product Delivery or b.) Services being rendered. Vendor's invoice will include: a.) the name and address of the CommonSpirit Facility that received the products or Services; b.) the applicable Purchase Order Number; c.) an itemized list of products or Services ordered and delivered, designated as taxable or non-taxable, and the associated price of each, d.) if requested in advance by the ordering CommonSpirit Facility, any special delivery or expedited services charges provided by the Vendor, and e.) if applicable, whether the price is subject to a rebate or discount, and if so, the amount of the rebate or discount. A Vendor's invoice may only contain charges for a single purchase order. CommonSpirit may reject and refuse to pay any invoice that does not include the information set forth above.
9. **Withholding of Payment.** In the event of a good faith dispute, CommonSpirit may withhold all or any part of payment from Vendor an amount CommonSpirit reasonably believes necessary to protect CommonSpirit, but not more than 150% of the amount in dispute, for: unsatisfactory progress of the vendor's supply of goods or services; defective goods or services arising from errors or omissions of Vendor; goods or services that are the subject of a dispute; failure to comply with other provisions of the Purchase Agreement (whether or not material); third-party claims filed as a result of Vendor's acts, errors, omissions or non-payment, or reasonable evidence that a claim will be filed; failure of Vendor to make timely payments for services performed by subcontractors to cover third-party liens or claims filed against CommonSpirit or on its property, or to cover third-party claims or liens that CommonSpirit reasonably believes will be filed on the property. CommonSpirit shall provide written notice to Vendor setting forth the nature of the error, omission, claim or other grounds asserted by CommonSpirit for any non-payment and the amount withheld. Any amounts due to CommonSpirit from Vendor related to the performance of the goods or services under the Purchase Agreement may be set-off against any amounts due to Vendor under the Purchase Agreement. Notwithstanding any other term of the Purchase Agreement, Vendor shall not suspend performance or terminate the Purchase Agreement and CommonSpirit shall not be in breach of the Purchase Agreement if CommonSpirit is withholding payment, in good faith, based on a dispute.
10. **Discount Safe Harbor.** Any fees or purchase prices pursuant to this Purchase Agreement (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320-a-7b(b)(3)(A)). In addition, any value provided to CommonSpirit and/or purchaser pursuant to the warranties set forth in this Purchase Agreement shall be provided in accordance with the provisions of the federal anti-kickback statute warranty safe harbor regulation (42 CFR Section 1001.952(g)). Invoices issued

by Vendor shall properly reflect discounts or reductions in price and purchasers shall properly report and

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appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to purchaser for the items to which the discount applies.

11. Transaction Taxes. All amounts payable under this Purchase Order are exclusive of sales, use, value-added, gross receipts, and other transaction taxes.

12. Returns. Goods may be returned by CommonSpirit in original packaging at any time within thirty (30) days of receipt, and CommonSpirit will receive a full refund or credit.

13. Recalls. Vendor shall notify purchasers and CommonSpirit within twenty-four (24) hours after becoming aware of any recall or after Vendor provides notice of the recall to the FDA.

14. Warranties and Representations of Vendor. Vendor warrants and represents the following to CommonSpirit:

- (a.) All goods will be of merchantable quality and fit for the purpose intended;
- (b.) All goods provided will operate to manufacturer's specification and in accordance with the manufacturer's operating criteria.
- (c.) Its employees have the requisite skill, training and qualifications necessary to perform the services identified in the Purchase Agreement. Services will be performed in accordance with the terms of the Purchase Agreement and in accordance with generally accepted industry standards; and
- (d.) Vendor and its employees providing services on the campus of a CommonSpirit Facility, have not been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or been convicted of any crime relating to any federal and/or state program. Vendor agrees to immediately notify CommonSpirit in writing in the event Vendor is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs or if Vendor is convicted of any crime relating to any such program.
- (e.) Vendor's goods and services will not violate or infringe upon the rights of third parties, including but not limited to, property, contractual, employment, trade secrets, proprietary information and non disclosure rights, trade mark, trade name, copyright or patent rights.
- (f.) Vendor is duly organized, validly existing and in good standing under the laws of its state of formation or organization; is duly qualified and in good standing as a foreign organization in every state in which the character of its business requires such qualifications; and has the full power to own its property and to carry on its business as it is now being conducted.
- (g.) Goods provided under the Purchase Agreement were not manufactured using any form of child labor or forced labor prohibited by the International Labor Organization Conventions.
- (h.) Packaging shall clearly indicate whether goods contain or do not contain PVC, DEHP, latex, and/or mercury.
- (i.) Goods to be used in diagnosis or treatment of medical conditions have been approved by the United States Food and Drug Administration or have an appropriate exemption from the United States Food and Drug Administration subject and pursuant to an investigation protocol approved by the CommonSpirit Facility's Institutional Review Board.

15. Standards of Conduct/Ethical and Religious Directives ("ERDs"). Vendor acknowledges that CommonSpirit Health maintains the CommonSpirit Health Standards of Conduct as set forth in the *Our Values & Ethics in Action*, available at <https://www.commonspirit.org/corporate-responsibility>. If performance of this Purchase Agreement would violate such *Standards of Conduct*, the Parties shall, in good faith, negotiate a resolution. If a resolution is not reached within thirty (30) days, CommonSpirit Health may terminate this Purchase Agreement immediately and without penalty. Vendor further acknowledges that CommonSpirit Health is subject to the United States Conference of Catholic Bishops' *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/>. Nothing in this Purchase Agreement shall cause

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16. **Diversity**. Vendor will make efforts to identify and utilize certified Women's Business Enterprises ("WBE"), Minority Business Enterprises ("MBE") and Small Business Enterprises in the provision of products. Vendor will track and report, in writing, its utilization of WBEs and MBEs in the provision of products as CommonSpirit may reasonably request from time to time.
17. **Disaster Recovery Plan**. Vendor represents and warrants to CommonSpirit and purchasers that it has and shall maintain a disaster recovery plan to enable Vendor to continue its delivery of products upon the occurrence of any event or circumstance beyond Vendor's reasonable control, including, without limitation, acts of God, war or terrorist attack, pandemic, riot, strike, labor disturbance, fire, or explosion or flood at its primary manufacturing and distribution locations, and agrees to review such plan with CommonSpirit upon request.
18. **Compliance with Law**. Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and accrediting agency standards (including but not limited to the Joint Commission's Accrediting Agency standards) which are applicable to the Purchase.
19. **Confidential Information**. Each Party will maintain in confidence all confidential information disclosed to it by the other Party. The Receiving Party will protect the disclosing Party's confidential information with the same standard of care that the receiving Party uses to protect its own confidential information, but in no event less than a reasonable degree of care. "Confidential Information" means, any confidential or proprietary information of either Party, whether in graphic, written, oral, or electronic form, including any records or data related to CommonSpirit's business or patients. Notwithstanding the foregoing, there will be no exception to these confidentiality obligations pursuant to Health Insurance Portability and Accountability Act of 1996 and its subsequent revisions and regulations, for any personally-identifiable patient information that Vendor may receive or be exposed to during the course of performance of this Purchase Agreement; and all such information will be deemed CommonSpirit's confidential information. Notwithstanding any other provision of this Purchase Agreement to the contrary, CommonSpirit shall have the right to disclose pricing and other terms of this Purchase Agreement to CommonSpirit's third party payer sources, as well as its attorneys, accountants, group purchasing organization and other third parties retained by CommonSpirit (collectively "CommonSpirit Consultants") without the consent of Vendor (in writing or otherwise) provided any such CommonSpirit Consultants agree to the same level of confidentiality set forth in the Purchase Agreement.
20. **Network Access**. Access to or use by Vendor of CommonSpirit's information technology network(s) is not necessary for CommonSpirit to fully utilize Vendor's goods provided under this Purchase Agreement.
21. **Access to PHI**. Access to or use by Vendor of CommonSpirit's protected health information ("PHI"), as such term is defined under the Health Insurance Portability and Accountability Act of 1996 and rules and regulations promulgated there under, is not necessary for Vendor to meet its obligations hereunder.
22. **Relationship of the Parties**. The relationship of the Parties will be independent contractors. This Purchase shall not be construed to create any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship between CommonSpirit and Vendor.
23. **Limitation on Liability**. **EXCEPT AS PROVIDED BELOW, IN NO CASE WILL EITHER PARTY TO THIS PURCHASE AGREEMENT BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS PURCHASE AGREEMENT BASED UPON BREACH OF WARRANTY, BREACH OF AGREEMENT OR NEGLIGENCE, EXCEPT AS PROVIDED BELOW. SUCH EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF SAVINGS OR REVENUE.** The limitations of the foregoing do not apply to the following: (i) liability for personal injury; (ii) damage to tangible property arising in whole or in part from either Party's negligence or willful misconduct; (iii) disclosure of confidential, proprietary, or privileged information; and (iv) any known violation of a law, rule, regulation or accrediting agency standard

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- 24. Dispute Resolution.** Vendor and CommonSpirit agree that their long term mutual interest will be best served by an expeditious and fair resolution of any disputes which may arise out of the purchase of goods and services and to contracts for Leases and License agreements under this Purchase Agreement, or from any dispute concerning these Standard Terms and Conditions. Therefore, the Parties agree to use all reasonable efforts to resolve such disputes as expeditiously as possible on a fair and equitable basis through consultation and negotiation in good faith. Toward this end, the Parties agree to develop and follow a process for presenting and settling disputes through progressive escalation to senior managers in each Party's respective organizations. If the matter has not been resolved within a reasonable period of time utilizing the process set forth above, either Party may elect to pursue resolution of the matter through any means available to that Party under law or equity.
- 25. Attorneys' Fees.** In any action brought to enforce any provision of the Purchase Agreement, the losing Party will pay the Prevailing Party's reasonable attorneys' fees and costs. As used herein, the term "Prevailing Party" means the Party that obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the Party which instituted or initiated the action dismisses or discontinues such action without the concurrence of the other Party, such other Party will be deemed the prevailing Party.
- 26. Remedies.** No remedy herein provided shall be deemed exclusive of any other remedy allowed herein, at law or in equity.
- 27. Vendor Indemnification.** Vendor agrees to indemnify, defend and hold harmless CommonSpirit and its respective officers, directors, employees, agents and representatives for, from and against all liabilities, demands, claims, costs, losses, damages, recoveries, settlements and expenses (including interest, penalties and reasonable attorneys' fees and costs) arising out of or related to (i) the negligent, willful or illegal performance of Vendor's obligations under this Purchase Agreement; (ii) the breach of any term or provision of the Purchase Agreement; or (iii) any misrepresentations, or breach of any warranties, made by Vendor in the Purchase Agreement
- 28. Insurance.** Vendor will maintain, at its expense, the following insurance coverages. This required insurance will be in effect at the time the Purchase Order is issued by CommonSpirit and will be maintained during the term of the Purchase Agreement, including any warranty period: (i) Commercial and comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for all covered claims; (ii) Products liability insurance in amounts not less than \$1,000,000 per occurrence and not less than \$3,000,000 annual aggregate; (iii) Professional liability or errors and omissions insurance with limits of liability of not less than \$1,000,000 per claim and \$3,000,000 per occurrence listing at least Vendor, its representatives and agents as insiders; (iv) Workers' compensation insurance and other insurance as required by law, and (v) privacy and network security or cyber liability insurance with limits not less than \$3,000,000 per loss. Upon demand, Vendor will provide CommonSpirit with a certificate of insurance or other proof acceptable to CommonSpirit to verify that Vendor has complied with the terms of this Section. Vendor will secure an endorsement from its insurer providing that CommonSpirit will be provided at least thirty (30) calendar days prior written notice of any proposed cancellation or change in insurance carriers or coverage.
- 29. Public Laws.** In accordance with Public Law 96-499, enacted December 5, 1980, Vendor certifies that until the expiration of four (4) years after the furnishing of the above service, Vendor will make available, upon written request to the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, and pursuant to the regulations of the Secretary of the Department of Health and Human Services, any documents and/or records which are required to be disclosed pursuant to such laws and regulations. If Vendor enters into a subcontract for goods or services to be rendered hereunder with a related party, which subcontract has a value of Ten Thousand Dollars (\$10,000) or more, Vendor will require such subcontractor to be subject to the same obligations set

forth herein.

30. **Assignment and Substitution**. Neither CommonSpirit nor Vendor may assign the Purchase Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, CommonSpirit may

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assign the Purchase Agreement without such consent to a present or future facility that it owns, manages, or leases, provided that such assignment shall not relieve CommonSpirit of any of its duties or obligations under the Purchase Agreement. Vendor shall not substitute goods without CommonSpirit's prior written consent.

31. **Physician Relationships; Physician Ownership**. Vendor agrees (a) to disclose to CommonSpirit all financial and consulting relationships that Vendor and its employees has with every physician practicing medicine in the county in which each purchaser is located; (b) to comply with and require each employee to comply with the AdvaMed Code of Ethics on Interactions with Health Care Professionals as may be amended or revised from time to time; and (c) that neither Vendor nor its employees is or will be owned in whole or part, directly or indirectly, by any physician or any immediate family member of a physician who is on the medical staff of, or who refers any patient to, CommonSpirit or any purchaser unless Vendor is a public corporation that is listed for trading on a public stock exchange.
32. **Termination For Convenience**. CommonSpirit may terminate the Purchase Agreement at any time and without cause, in accordance with this paragraph, by giving written notice to Vendor. In such event, CommonSpirit shall pay to Vendor, upon presentation of properly supported and itemized invoices, all reasonable actual costs and expenses incurred by Vendor prior to termination, which costs shall include allocable overhead, the cost of any material supplied hereunder, and the cost of purchased materials and components applicable hereto, including termination charges as may be contractually imposed on Vendor by Vendor's suppliers or subcontractors; provided that Vendor shall use all reasonable efforts to minimize or offset such costs, including without limitation making beneficial use of the goods or any part thereof, with CommonSpirit's prior written consent and not charging CommonSpirit therefor. To the sum of the foregoing costs there shall be added an amount equal to fifteen (15) percent, and Vendor acknowledges and agrees that payment of the sum thus arrived at shall constitute performance by CommonSpirit. Termination under this paragraph shall not affect any other right CommonSpirit may have.
33. **Jeopardy**. If CommonSpirit reasonably determines that the continued performance of this Purchase Agreement jeopardizes CommonSpirit's or any of its Facilities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax exempt or bond financing status, CommonSpirit shall notify Vendor so the Parties may resolve the issues. If no resolution is reached within fifteen (15) days, CommonSpirit may terminate this Purchase Agreement immediately and without penalty.
34. **Binding Agreement**. No amendments or changes to the Purchase Agreement will be valid unless approved in writing by both Parties.
35. **Governing Law; Exclusive Jurisdiction**. Any dispute arising from the relationship between the Parties, will be construed and enforced in accordance with the laws of the State of Colorado, exclusive of its choice of law provisions. Each of the Parties consents to the exclusive personal jurisdiction and venue of the courts, State and Federal, located in Arapahoe County, Colorado.
36. **Notice of Government Contractor**. CommonSpirit is not a federal government contractor; however, some of the purchasers that will purchase from Vendor pursuant to this Purchase Agreement may be federal government contractors or subcontractors. Vendor acknowledges that purchase orders by any such entities incorporate the contract clauses regarding equal employment opportunity and affirmative action contained in 41 C.F.R. 60-1.4 (Executive Order 11246), 41 C.F.R. 60-250.4 (Vietnam Era Veterans' Readjustment and Assistance Act), and 41 C.F.R 60-741.5 (Rehabilitation Act).
37. **Notice**. All notices, demands, or other communications given hereunder will be in writing and will be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified

mail, first class, postage prepaid, or by facsimile transmission or similar written means of communication, addressed to the respective Parties at the addresses provided in the Purchase Agreement, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication will be deemed to have been

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given: (i) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; (ii) if personally delivered or sent by overnight delivery, on the date delivered; and (iii) if sent by facsimile transmission, upon receipt, provided a duplicate copy of the notice is promptly given by first class or certified mail or by overnight delivery.

- 38. Child Labor and Human Trafficking.** Vendor, its subcontractors and its manufacturers of products comply with applicable labor and employment laws regarding, and prohibit, any form of child labor or other exploitation of children in the manufacturing and delivery of the products, consistent with provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973. In addition, in connection with any International Organization for Standardization ("ISO") certification, Vendor represents and warrants that it complies with a Social Accountability Guideline pursuant to which Vendor disqualifies any manufacturing site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking in persons as defined by the Trafficking Protocol (United Nations General Assembly, Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, the United Nations Convention Against Transnational Organized Crime, 15 November 2000, available at https://www.unodc.org/res/human-trafficking/2021the-protocol_tip_html/TIP.pdf. Vendor represents and warrants that it undertakes periodic inspections of any Subcontractor and manufacturer involved in the provision of products hereunder to ensure compliance with the foregoing.
- 39. EEO/AA Obligations.** CommonSpirit is an equal opportunity employer and federal contractor or subcontractor. As applicable, the Parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.
- 40. Survival.** Provisions of the Purchase Agreement that by their nature, sense or context survive or are intended to survive expiration or termination of the Purchase Agreement, including, not by way of limitation, provisions with regard to indemnification, Vendor's warranty and limitation of liability, will survive the expiration or termination of the Purchase Agreement.
- 41. Third Party Beneficiaries.** No provision of the Purchase Agreement is intended to confer any benefit upon any third party and no third party will have the right to enforce any of the provisions of the Purchase Agreement.
- 42. Construction.** These Standard Terms will be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party.
- 43. Validity and Severability.** It is intended that the Purchase Order Documents, including these Standard Terms and Conditions, will not be in violation of any valid applicable law(s), whether federal, state or local, and to that end it is agreed that the rights, duties and obligations of the Parties hereto as provided for in the Purchase Agreement will be binding only insofar as it is lawful for the Parties to so agree. If any provision of the Purchase Agreement is at any time in violation of any such law, the terms and provisions of the Purchase Agreement will be considered divisible and inoperative as to such invalid portion and the remainder of the Purchase Agreement will be valid and enforced.
- 44. Waiver.** A waiver of any of the provisions of these Standard Terms and Conditions will not constitute a waiver of any other provision, nor will it constitute a continuing waiver.

45. **Captions and Section Headings.** Captions and section headings are for convenience only and are not a part of these Standard Terms and Conditions and will not be used in construing it.

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46. **Entire Agreement.** The Purchase Order Documents taken together are the entire agreement between the Parties relating to the purchase. Except as expressly provided hereunder, the Purchase Order Documents supersede all written and oral agreements, correspondence, offers, negotiations, e-mails, and telephone communication between Vendor and CommonSpirit relating to the subject matter of the Purchase Agreement.

[End of Standard Terms and Conditions]

