

WellStar Health System, Inc.
Standard Purchase Order Terms and Conditions

1. ACKNOWLEDGEMENT/SCOPE.

Terms and conditions specific to an existing agreement or an agreement currently being negotiated, once fully executed, will supersede any and all prior or contemporaneous agreements or invoices between the parties, written or oral, with respect to the subject matter hereof.

In the event Buyer is licensing software or purchasing services, then the Software Addendum or Service Addendum, as applicable, attached hereto is hereby incorporated by this reference and forms an integral part of this PO. Notwithstanding anything to the contrary in any document submitted by Seller or accepted by Buyer, the terms and conditions of this PO shall govern all products and/or services provided to Buyer by Seller, unless any such other document is agreed to and signed in writing by both parties hereto specifically referencing this PO and the sections to be superseded (in which case the terms and conditions in such other document shall apply solely to that particular agreement). Any of the terms and provisions of Seller's invoice or other document submitted by Seller to Buyer or Seller's shipping materials that are different from, in addition to, or inconsistent with the terms and conditions herein, whether received prior to or subsequent to Seller's receipt of this PO, are hereby rejected, shall not be binding on the Buyer and shall not be considered applicable to the sale, license or shipment of products or performance of services. Buyer makes purchases of products or performance of services only under this PO unless otherwise agreed to in writing by a duly authorized representative of the Buyer.

2. WARRANTIES AND DISCLAIMERS. Seller represents and warrants that it has good and marketable title to all products delivered under this PO (or applicable right as a lessee, licensee or authorized distributor) and that it has all right, title and interest in and to any such products delivered pursuant to Buyer, including, without limitation, any software and third party products. Seller further represents and warrants that any and all services provided to Buyer under this PO shall be performed in a good and workmanlike manner in accordance with industry standards for such services.

Seller warrants to Buyer that all products delivered to Buyer pursuant to this PO shall be free from defects in material and workmanship, will conform to specifications, drawings or other descriptions and to accepted samples, will be merchantable and, if ordered for a stated purpose, will be fit for such purpose.

3. PRICES AND PAYMENT. All prices listed on the PO are stated in United States dollars and shall be inclusive of delivery, handling charges and any other taxes or charges, except for sales or use tax, which shall be paid by Buyer and added by Seller to the invoice where Seller is required by law to collect the same, unless Buyer provides Seller with a copy of proper tax exemption certificate. The Seller also agrees that the prices listed on this PO are firm and will not change without the written agreement of Buyer. The prices for products are calculated based upon FOB Buyer's delivery point. Payment terms are net forty-five

(45) days from date of invoice, subject to the terms of Section 5 hereof. Invoicing shall occur at the earliest, upon shipment of products, or in the case of services, upon completion of the services unless otherwise agreed to by Buyer, in writing. Buyer may dispute invoice payments provided Buyer has a good faith belief and reasonable basis for doing so, and the parties will cooperate in good faith in order to rectify any such disputes. Buyer shall not be obligated to make any disputed payments.

4. TERMINATION. Buyer may terminate this PO at will, in whole or in part, by giving Seller written notice. Seller shall not take any action to deliver any products to Buyer or perform any services hereunder after receipt of such notice. Upon termination, all payments for articles delivered or services performed up to the date of termination under this PO shall be due within forty-five (45) days from the date which Seller receives a written termination notice, unless Buyer's termination is due to Seller's default in the performance of any obligation or act hereunder or due to the breach of any representation or warranty of Seller contained herein. Any prepayment for products not yet delivered or services not yet rendered as of the date of termination shall be returned to Buyer from Seller within thirty (30) days of the termination date.

5. DELIVERY AND ACCEPTANCE. Seller shall deliver all products under this PO, Monday through Friday, between the hours of 8:30 a.m. and 12:00 p.m., or from 12:30 p.m. until 3:00 p.m. Seller must notify Buyer's Receiving Department by telephone if a delivery cannot be made during the specified hours. All articles listed on this PO will be shipped F.O.B. Buyer's delivery point and all prices listed on this PO shall be inclusive of delivery and handling costs. If an article will not be delivered by the date listed on this PO, Seller must notify Buyer's Purchasing Department. Such notice will not relieve Seller from liability for failing to make delivery in a timely manner. The risk of loss of, or damage to, the goods during transit rest with Seller until Buyer receives the goods and the goods are inspected and found to be in good condition. The invoices and packing lists associated with any article delivered under this PO will reference this PO number. A proof of delivery is not required to be sent with the invoice, but Buyer has the right to request a proof on any or all deliveries. Buyer's count will be accepted as final and conclusive on all shipments. Buyer reserves the right to reject defective products delivered under this PO, in all or in part, within a reasonable time. Buyer may also revoke acceptance of any product which has hidden and/or concealed defects at any time. Upon rejection, Seller will become liable for the purchase price of such article, and the cover cost of conforming goods from a reputable supplier. In such cases, Seller will be responsible for all incidental and consequential damages.

6. INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer, and Buyer's Affiliates, including their respective officers, trustees, employees and agents (the "Buyer's Indemnitees") from (i) any property damage, personal injuries or death, or claims, damages, charges, losses, actions and proceedings and expenses (including reasonable attorney's fees) arising from any of the foregoing, caused, in whole or in part, by the use of the products listed on this PO and/or arising out of Seller's work or performance hereunder, (ii) any and all damages, charges, losses, actions and proceedings against any of the Buyer's Indemnitees resulting from a material breach of any term or condition of this PO by Seller or a breach of any representation or warranty of Seller under this PO. The indemnification provisions outlined herein shall survive the termination or expiration of this PO. Seller shall procure and maintain liability insurance to cover each of the above events.

7. **MISCELLANEOUS TERMS AND CONDITIONS.** Buyer may, from time to time upon at least 15 days' notice before a scheduled shipping or service date, make changes in the quantity or specifications relating to this PO. Upon such change, Seller may request an equitable adjustment to price and time of performance applicable to such PO, which must be approved by Buyer in writing. Any claim for such adjustment must be made within fifteen (15) days from the date of receipt by Seller of such requested change.

This PO shall at all times be subject to all federal, state and local laws, regulations and ordinances. In performance of its obligations and rights hereunder, Seller, and its employees and agents, shall comply with all statutes, laws, ordinances, codes, orders, rules, regulations, proclamations and other governmental or accrediting agency requirements applicable to such performance and all applicable policies of Buyer related to the performance of any services to be provided by Seller hereunder including, without limitation, installs and maintenance. Should any part or provision of this PO, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this PO had been executed with the invalid or illegal portions thereof eliminated, and further provided that any such eliminated provisions shall be reformed and substituted with provisions that give effect to the intent and economic intent of the original provision to the greatest extent permissible under applicable law.

The PO shall be interpreted, construed, enforced and governed in accordance with the laws of the State of Georgia without giving effect to any conflicts of law principles with venue exclusive to the Superior Court of Cobb County, Georgia. All rights of the parties hereunder shall be cumulative with all rights which the parties hereto may have at law or in equity.

In addition to other termination rights as specified in this PO, in the event that Seller be adjudged bankrupt or make a voluntary assignment for the creditors, or if its business or affairs shall pass into the hands of a receiver, then Buyer shall have the option of canceling all or any portion of any outstanding POs that have not been shipped or performed by Seller.

Information and/or materials furnished by Buyer to Seller for or in connection with this PO conveys no rights or licenses by implication, estoppel or otherwise, and will be treated by Seller as confidential for use strictly in performing work to fulfill this PO and, subject to law, shall remain as confidential for a period of three (3) years after the date of this PO; provided that any such information and materials which constitute a "trade secret" under applicable Georgia law shall remain confidential so long as such information and materials retain its characteristics of a "trade secret" under Georgia law. Seller agrees that it shall be obligated to sign Buyer's Business Associate Agreement if Seller is a Business Associate of Buyer as defined by HIPAA, which shall also be binding on Seller in accordance with its terms.

Seller may not assign, delegate (including any subcontracting) or transfer (in whole or in part) this PO, any order or any rights or obligations hereunder without first obtaining the written consent of Buyer. This PO shall be binding upon and inure to the benefit of each party's successors and permitted assigns. This PO, and any and all applicable addenda, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, if any, between the parties. The terms of this PO may not be modified except by a written instrument signed by Buyer and Seller. Seller, and its employees and agents, are acting at all times as an independent contractor of Buyer and its Affiliates. Seller is responsible for its own actions and Buyer is not liable for the acts or omissions of Seller or its employees or agents.

Seller warrants and represents that: (i) neither the United States government, any state or local government, nor any prime contractor, subcontractor or other person has notified Seller, either orally or in writing, that Seller has breached or violated any law, certification, representation, clause, provision or requirement pertaining to or involving any government contract or government subcontract that has resulted or may result in Seller being charged with a criminal offense; (ii) no termination for convenience, termination for default, cure notice or show cause notice is currently in effect or threatened against Seller by the United States government or any state or local government; (iii) neither Seller nor any of its directors, officers, employees or agents are or have been under criminal investigation or indictment by any government entity; (iv) Seller has not been debarred or suspended from participation in the award of contracts with any government entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements); (v) there exists no fact or circumstance that would warrant the institution of suspension or debarment proceedings or the finding of non-responsibility or ineligibility on the part of Seller or any director, officer or employee of Seller; (vi) no payment has been made by Seller or by any person on behalf of Seller in connection with any government contract or government subcontract in violation of or requiring disclosure pursuant to the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1, 78dd-2); and (vii) Seller and its employees and agents have received copies of Buyer's false claims prevention policies and understand and agree to comply with its provisions. Seller agrees to immediately notify Buyer in the event of a breach of any of the foregoing warranties and representations and, notwithstanding any provision herein to the contrary, Buyer shall be entitled to immediately terminate this PO.

For purposes hereof, "Affiliate" means an affiliate, subsidiary or parent of Buyer that is controlled by, that controls or that is under common control with Buyer.

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SOFTWARE ADDENDUM

- A. For all software, updates or upgrades (collectively, "Software") licensed under the PO, Seller warrants and represents that the Software shall not contain any virus or code or programming instructions that intentionally damage or interfere or adversely affect operation of the Software or Buyer's other programs or systems, and that the Software will materially perform in accordance with its written specifications for a period of one (1) year after its first operational use. In the event the licensed Software materially fails to operate in accordance with its published specifications, materially impairs Buyer's use of the Software or use of its other systems during the first ninety (90) days after first operational use, Buyer may return the Software to Seller and receive back all fees paid for the Software.
- B. In addition to the Seller's other indemnity obligations under the PO, Seller agrees to indemnify and hold Buyer and its Affiliates and their respective directors, trustees, employees, contractors, agents and attorneys harmless for the infringement or potential infringement of the Software or other intellectual property claims made to the Software. Seller agrees to be fully liable for any damage Seller or its employees or agents cause.

SERVICE ADDENDUM

- A. For any replacement parts that Seller may use as part of the services, Seller warrants and represents that such parts are free and clear of all liens, encumbrances, security interests or other claims, and that the parts are materially the same as of better quality and functionality than the originals. Seller warrants and represents that the product for which Seller is providing services under the Agreement shall be up and operational at least 98% of the time. Seller agrees to be fully liable for any damage or claim Seller or its employees or agents cause.
- B. As part of the services provided, during the initial thirty (30) days of operation of each newly installed product, Seller shall provide a service engineer to observe, and if necessary, assist in the start-up of the Product. The service engineer shall be present at the Buyer or Affiliate facility where the product is installed no later than 8:30 a.m. each morning. This provision shall only be waived by a Seller's Vice President or designee.
- C. Upon receiving a request for service from Buyer, Seller shall respond to such request within thirty (30) minutes if the problem can be solved over the telephone or **2 (two)** hours if on-site visit is required.
- D. Seller shall service the product during the hours of 8:00am to 9:00 pm ("Principal Coverage Period") (excluding federal holidays). Seller shall only be entitled additional compensation for service performed outside the Principal Coverage Period. During the product warranty period, if the product cannot be utilized to treat or diagnose patients as solely determined by Seller, no additional labor charge shall be incurred for services performed to correct the problem, regardless of the day or week, time of day, or service required.
- E. Seller shall supply direct factory support for the product at no additional cost.
- F. Upon at least ten (10) days advance written notice to Buyer, Seller shall perform preventive maintenance and scheduled inspections at frequencies delineated in Seller's product or service specifications.
- G. Seller shall legibly fill out Seller's service report for all calls and Buyer or Affiliate facility visits, whether billable or not, with such log to be maintained at such facility in Seller's "Service Log". Items that will be documented in Seller's Service Log include, without limitation: (1) a description of the problem/malfunction reported by the facility, (2) a description of the malfunction detected by Seller's product engineer, (3) a description of the work performed to correct the malfunction, (4) if necessary, a description of any remaining work that is required, (5) the date service work is conducted, (6) the hour that work was begun and the hour that work was completed and the total number of hours service work for the applicable day, (7) if applicable, a description of the parts used, whether the part is new or refurbished and all serial numbers applicable thereto; and (8) the name of each product engineer assigned to the service call, and if a non-Seller engineer, their employer.
- H. For training provided to Buyer, Seller agrees to admit the number of employees identified by Buyer ("Trainee(s)") into the next scheduled training course or subsequent scheduled training course(s), as mutually agreed by the parties. Training will be conducted at Seller's training facilities, or through remote training options (as applicable), or as otherwise mutually agreed by the parties. It is further understood and agreed that Seller shall not be responsible for the travel and living expenses incurred by Trainee(s). Seller or Buyer shall make reasonable efforts to provide at least forty-five (45) days prior written notice to the other before cancellation of the training course or cancellation of the training request or substitution of the employee to be trained. In the event of cancellation, Seller will refund all fees prepaid by Buyer related to such cancelled training. Buyer shall use reasonable efforts to inform Trainees of their confidentiality obligations under this Agreement for any service training associated with the Product. Buyer shall use reasonable efforts to ensure that Trainee(s) meet the minimum admission requirements as set forth in the applicable training course syllabus provided by Seller, and satisfy all prerequisites as set forth therein, prior to admission. Seller will not be responsible for any additional training needed by Trainees to meet course prerequisites. If a Trainee registered for training does not meet the minimum admissions requirements of participation, Buyer may substitute another employee who meets the minimum admission requirements. Seller warrants and represents that all training will be performed by Seller's qualified personnel and in a professional and workmanlike manner in accordance with industry standards.
- I. As applicable, as part of the services provided under the Agreement, Seller may provide remote monitoring of the product through Seller's remote diagnostic software ("Software"), subject to Buyer's limited access provisions and security policies and procedures. Seller shall be responsible for all computer and electronic hardware separate and apart from the product necessary to operate the Software. Buyer shall be required to supply the necessary telephone line, or access via IP Pathway, necessary to operate the Software.
- J. In connection with the services, Seller shall, from time to time, provide parts including, but not limited to, tube coverage to keep the product in working order pursuant to product specifications and industry standards. Buyer acknowledges and agrees: (i) Seller shall provide new or exchange parts and components of the same specification (second source parts) for use on the Product. (ii) Buyer will not resell or exchange such parts with any third party, (iii) Buyer will use commercially reasonable efforts, and at Seller sole expense, to return to Seller failed recyclable parts for which a replacement part is furnished within fifteen (15) business days of Buyer's receipt of the replacement part; (iv) parts that fall outside the parts coverage provided under the Agreement may be purchased from Seller at Seller's then-current published list price.
- K. In connection with the services, Seller shall provide glassware to keep the product in working order pursuant to product specifications and industry standards at no additional cost.
- L. In connection with the services, and at no additional cost to Buyer, Seller shall deliver to Buyer:
- (i) two complete sets of clinical operating instructions (in English) in written format and an additional copy in electronic format;
 - (ii) one complete set of maintenance and service information instructions (in English) in written format and an additional copy in electronic format; and
 - (iii) updates to all service manuals, including, but not limited to, all service notes, bulletins pertaining to the product, and all published technical information that is available to Seller's field service personnel.
- Seller shall provide all updates to all service manuals, proprietary service materials, including software and written documentation ("Proprietary Service Materials") at no charge while the product is under Warranty.
- M. All notifications of field modifications from Seller or other manufacturer, and all notifications of recall of any part of the product must be documented in the site's Service Log.
- N. For services not provided under the PO, Seller will provide service to Buyer, expressly upon Buyer's written request, at Seller's then-current published

SERVICE ADDENDUM

rates.

- o. Software licenses applicable to the product shall be provided to Buyer pursuant to the terms of the PO. Seller shall provide all performance and safety updates to Buyer.