

**PURCHASE ORDER TERMS AND CONDITIONS
FOR EVALUATION OF EQUIPMENT**

The following terms and conditions (“Terms”) are attached to or referenced and made a part of the applicable purchase order (“Purchase Order”) issued by Good Shepherd Rehabilitation Network or its affiliate referenced therein (“Good Shepherd”) and apply to the evaluation of any equipment and/or instrumentation and related software and services (collectively, the “Equipment”) of the vendor identified on the Purchase Order (the “Vendor”), unless Good Shepherd and Vendor sign a separate signed agreement expressly superseding these Terms. The Purchase Order and these Terms are collectively referred to as the “Agreement”. Upon delivery of Equipment for evaluation, Vendor agrees to be legally bound by these Terms and acknowledges that Good Shepherd hereby expressly rejects all other terms and conditions that may accompany the delivery of any Equipment.

EQUIPMENT: Vendor shall provide Equipment for evaluation at no charge to Good Shepherd during the Evaluation Period, as hereinafter defined.

Disposables: If Applicable, Vendor shall provide disposables at no cost to Good Shepherd.

Evaluation Period. The evaluation period shall not to exceed one hundred and twenty (120) days (the “Evaluation Period”). Vendor will, at its sole cost and expense, promptly remove any Equipment Good Shepherd elects not to purchase at the conclusion of the Evaluation Period, without any further obligation to Good Shepherd.

Purpose. The Equipment is provided to Good Shepherd, at no cost, for evaluation purposes only, to enable Good Shepherd to determine whether it meets its clinical and patient care needs. Equipment is delivered without commitment, risk, or obligation on the part of Good Shepherd. At the conclusion of the Evaluation Period, the Equipment will either be purchased (under a separate purchase agreement if required by Good Shepherd) or returned to Vendor, at Vendor’s expense.

Vendor Responsibilities. Vendor agrees to: (i) deliver the Equipment described on the Purchase Order at no cost or expense to Good Shepherd; (ii) install the Equipment or provide installation instructions to Good Shepherd; (iii) provide training or instructions regarding the Equipment’s operation to Good Shepherd personnel; (iv) provide a toll-free hotline number for technical assistance; (v) insure that any patient information that may be stored on the Equipment during the Evaluation Period will be expunged once the Evaluation Period terminates and the Equipment is returned to Vendor; and (vi) provide, at no charge to Good

Shepherd, the number of disposable products needed for Good Shepherd to be able to evaluate the Equipment.

Vendor Warranties and Indemnities. Vendor represents and warrants, as follows: (i) the Equipment, including any component or sub-assembly thereof, or any software embedded therein, shall be delivered free of any rightful claim by any third party of infringement or misappropriation of any United States patent, copyright, trade secret or other intellectual property right; (ii) Vendor is not an “excluded provider” as defined in Sections 1128 and 1128A of the Social Security Act (42 U.S.C. 1320a-7a); and (iii) all patient information will be expunged from any Equipment (including software associated with its operation) upon return to Vendor. Vendor agrees to indemnify, defend and hold Good Shepherd, its trustees, directors, officers, contractors, employees and agents harmless from and against any and all liability, losses, damages, costs and expenses (including reasonable attorney fees and court costs) arising out of or resulting from: (i) any breach of the foregoing warranties; (ii) claims by third persons asserted against Good Shepherd that the Equipment has caused damage to property or bodily injury (including death); (iii) the acts or omissions of Vendor, its agents or employees, in connection with this Agreement; (iv) any defects in the Equipment. Vendor warrants that neither it nor any of those workers which it shall provide to Good Shepherd pursuant to the Agreement are sanctioned or excluded from any federally funded health care programs as provided in Sections 1128 and 1128A of the Social Security Act (42 U.S.C. 1320a-7a). Vendor further warrants that it checks the excluded provider list found at <http://oig.hhs.gov> or excluded employees and entities upon hiring or contracting with a temporary worker and on an annual basis thereafter. Vendor agrees that it will notify Good Shepherd immediately in the event it or any of the workers it has provided to Good Shepherd become sanctioned or excluded from any federally funded health care programs. Such notification

shall include the grounds for sanction or exclusion and the duration thereof. The provisions of this Section 6 shall survive termination of this Agreement.

Compliance with Laws. Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to perform its obligations hereunder.

Compliance with HIPAA and HITECH. The Vendor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, including all applicable regulations and amendments. If the service or product involves PHI, the Contractor must execute a Business Associate Agreement (BAA) with the Covered Entity to ensure compliance with HIPAA and HITECH Act requirements.

License to Software. Vendor hereby grants to Good Shepherd a non-exclusive, nontransferable, royalty-free, right and license to use any software and its accompanying documentation delivered with or embedded in the Equipment during the Evaluation Period.

Confidential Information. Confidential information means any data or information disclosed by one party to the other party that is not generally known to the public and is identified as confidential or by its nature or under the circumstances surrounding its disclosure should be reasonably considered confidential ("Confidential Information"). Each party agrees to hold the Confidential Information of the other party in strict confidence and to protect it from disclosure with the same degree of care that it uses to protect its own information of like importance. Vendor understands that Good Shepherd is a "covered entity" and it is a "Business Associate" as defined by the Health Insurance Portability and Accountability Act, as amended, ("HIPAA") and the regulations promulgated thereunder and, therefore, the parties must be in compliance with all applicable aspects of HIPAA, related laws and regulations and will treat all protected health information in accordance with the provisions of HIPAA, related laws and regulations. In the event Vendor is exposed to protected health information, Vendor will be required to complete a HIPAA.

Insurance – At all times during the term of this Agreement, Vendor shall obtain, and maintain in full force and effect, Commercial General Liability, Workers' Compensation, Employer's Liability, Professional Liability/Errors & Omissions Liability, if appropriate, Cyber/Privacy and any such other insurance coverage conforming to industry standards for the industry the party is in amounts adequate to cover the party's acts and omissions.

Sanctioned Provider. VENDOR represents and warrants that neither it nor any of its owners, officers, directors, employees, agents or subcontractor have been suspended, excluded, or debarred from any government payer program. VENDOR will immediately notify GSRH in the event that it or any of its owners, officer, directors, employees, agents or subcontractor is suspended, excluded or debarred from participating in any government payer program.

Books and records. Vendor shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve-month period, shall be performed by a subcontractor, Vendor shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

Governing Law and Jurisdiction - The Commonwealth of Pennsylvania, without regard to its conflict of law principles, shall govern any dispute with respect to this agreement. Any and all actions arising under the order and these terms and conditions shall be filed and maintained only in the Court of Common Pleas of Lehigh County, Pennsylvania or the U.S. District Court for Eastern District of Pennsylvania, and the parties hereby stipulate to the exclusive jurisdiction and venue of such court and expressly waive the right to select an alternate jurisdiction and venue.