VCU HEALTH SYSTEM AUTHORITY
GENERAL TERMS & CONDITIONS

1. Affiliates

For purposes of these terms and conditions, "VCUHS" refers to Virginia Commonwealth University Health System Authority and each of its "Affiliates," which herein means those organizations directly or indirectly controlling, controlled by, or under common control with VCUHS. Contractor shall bill VCUHS or its designated Affiliates for their respective procurement under this Contract. The rights and obligations of the Contract shall apply to each Affiliate. No Affiliate shall be responsible for any act, omission, or financial obligation of VCUHS or any other Affiliate under these terms and conditions and any associated agreement, contract, statement of work, purchase order or similar document (collectively the "Contract"); nor shall VCUHS be responsible for any act, omission, or financial obligation of any Affiliate.

2. Anti-Discrimination

Contractor shall not discriminate in any manner that takes into account age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex (sexual orientation, gender identity or expression and pregnancy), protected veteran status, marital status, genetic information, or any other protected characteristics under applicable federal, state, or local law.

3. Antivirus

Contractor shall ensure, as appropriate to this procurement, that all product(s) have been checked for viruses prior to delivery to VCUHS using the latest available release in antivirus/malware protection. All connections, remote or local, to VCUHS from Contractor will be accomplished through and with devices that contain the latest available release in antivirus/malware protection.

4. Applicable Laws and Courts, Arbitration, and Waiver of Trial by Jury

Contractor agrees that this Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard for the conflict of law provisions thereof, and any litigation with respect thereto shall be brought to a court located in Richmond, Virginia. Contractor hereby consents to the jurisdictions and venue of any court located in the Commonwealth of Virginia. Contractor shall comply with applicable federal, state, and local laws and regulations. Contractor acknowledges and agrees that VCUHS will not agree to binding arbitration or the waiver of rights to a trial by jury.

5. Assignment

Contractor shall not delegate any obligations, nor assign any rights or claims hereunder without the prior written consent of VCUHS, and any attempted delegation or assignment by Contractor without such prior written consent shall be void.

6. Audit

Contractor shall retain all books, records and other documents related to the Contract for the earlier of (i) five (5) years after final payment; or (ii) until audited by VCUHS or persons authorized by and acting on behalf of VCUHS including but not limited to its independent public accountants and federal and state governmental and bank regulatory authorities having jurisdiction over VCUHS business. Auditors shall have full access to and the right to examine any of Contractor's said materials during this period.

7. Billing and Payment

A. Invoices for items ordered, delivered and accepted shall be submitted by Contractor directly to:

VCUHS Accounts Payable Department
Box 980648
Richmond, VA 23298

- or –

ap@vcuhealth.org

Contractor acknowledges that invoices must include the Contract number and/or purchase order number.

B. Payment by VCUHS shall be Net 60 from the date of receipt of an accurately submitted invoice. Contractor may indicate payment terms of less than 60 days so long as those terms also contain a cash discount for early payment (example 5%15/Net 60 would correspond to a 5% discount if paid in 15 days, otherwise Net 60). Such alternative payment terms shall not be binding on VCUHS unless accepted in writing by VCUHS.

Contractor must submit all invoices for goods delivered, services rendered, and equipment provided under this Contract no later than ninety (90) calendar days after the date of such delivery, rendering, or provisions, as applicable. Invoices not timely submitted may be rejected in VCUHS' sole discretion, and Contractor hereby waives any right to payment in such circumstances.

C. The date of the postmark shall be the date of payment in all cases where payment is made by mail.

D. No extra interest, late payment, or other charges of any kind will be permitted. Contractor will not impose, and VCUHS will not be responsible for, any additional fees or surcharges unless expressly agreed to in writing through a signed contract amendment or change order prior to such fees or surcharges being incurred. Any such unauthorized charges will be deemed waived and unenforceable, and VCUHS reserves the right to deduct or withhold such amounts from amounts otherwise payable under this Contract.

8. Binding Effect

The terms and conditions appearing herein shall be binding and shall apply to any purchase order or contractual agreement entered into with Contractor by VCUHS. Any proposal for additional or different terms or any attempt by Contractor to vary, in any degree, any of the terms described herein shall be null, void, and without effect, and the terms provided herein shall apply.

In the event of a conflict between the terms set forth herein and any supplemental contract documents that may be entered into between VCUHS and Contractor, the terms set forth herein shall govern. Such terms and conditions shall not be modified or amended except by a writing signed by an authorized representative of both parties. The pre-printed terms and conditions appearing on any Contractor's quotation, invoice, or other form order documents shall be null and void. In the event that Contractor enters into terms of use agreements or other agreements or

understanding, whether electronic, click-though, verbal or in writing, with VCUHS employees or other end users, such agreements shall be null, void and without effect, and the terms herein shall apply.

The use of the terms Contractor, Vendor, and Supplier, shall be synonymous in these General Terms and Conditions as well as purchase orders and other contract documents.

9. Changes

Changes can only be made to the Contract by a writing by and between the parties and signed by a duly authorized representative of VCUHS. Any increase in cost of the Contract must be explicitly agreed upon in such signed writing.

10. Confidentiality and Protection of Privileged Information

A. Confidential Information

Contractor acknowledges that, in the performance of this Contract, Contractor and Contractor Personnel may receive, access, create, or otherwise encounter confidential, proprietary, or sensitive information belonging to VCUHS, its Affiliates, patients, employees, medical staff, or business partners ("Confidential Information"). Confidential Information includes, but is not limited to, business records, financial information, operational data, system credentials, internal communications, and any other information designated as confidential or that reasonably should be understood to be confidential based on its nature or the circumstances of disclosure. Confidential Information will not include information that is publicly available, already is known to the Contractor, is independently developed by Contractor, or is lawfully obtained by a third party. If the Parties have entered a business associate agreement, the provisions therein will govern to the extent of any conflict with the provisions of this Section.

B. Privileged Information

Contractor further acknowledges that it may receive, access, or be exposed to information protected by attorney-client privilege, the attorney work-product doctrine, and/or the quality-assurance or quality-review privilege recognized under Va. Code § 8.01-581.17 (collectively "Privileged Information"). Privileged Information includes, without limitation, legal advice, communications with or involving VCUHS counsel, documents prepared in anticipation of litigation, internal investigations, peer-review materials, quality-improvement analyses, and participation in meetings or communications conducted for the purpose of legal advice or quality-review or -assurance activities.

C. Obligation to Preserve Privilege

Contractor will treat all Privileged Information as strictly confidential and will take all steps necessary to preserve and not waive any privilege held by VCUHS. Contractor shall not disclose, summarize, describe, or otherwise communicate Privileged Information to any third party, including subcontractors, without VCUHS' prior written consent. Contractor will not use Privileged Information for any purpose other than the performance of this Contract.

D. Participation in Privileged Communications

If Contractor Personnel participate in meetings, communications, or activities involving Privileged Information, such participation will be solely in furtherance of services provided to VCUHS and will not create any independent right of access to Privileged Information. Contractor will ensure that only those Contractor

Personnel with a legitimate need to know are permitted to participate, and Contractor will provide appropriate training to such personnel regarding their confidentiality obligations.

E. Security and Handling Requirements

Contractor will implement and maintain administrative, technical, and physical safeguards to protect Confidential Information and Privileged Information from unauthorized access, disclosure, or use. Such safeguards will comply with all applicable laws, regulations, and VCUHS policies, and will be no less stringent than those used to protect Contractor's own most sensitive information**.**

F. Compelled Disclosure

If Contractor receives a subpoena, court order, public-records request, or other legal demand seeking Confidential Information or Privileged Information, Contractor will 1) immediately notify VCUHS in writing (and in all cases within 24 hours); 2) unless prohibited by applicable law, provide VCUHS with a copy of the demand; and 3) not disclose any Confidential Information or Privileged Information unless and until VCUHS has had a reasonable opportunity to object, seek protective relief, or otherwise direct Contractor's response. Contractor will cooperate fully with VCUHS in asserting and preserving applicable privileges.

G. Return or Destruction

Upon request by VCUHS, or upon termination or expiration of this Contract, Contractor will promptly return or securely destroy all Confidential Information and Privileged Information in its possession, custody, or control, including all copies, extracts, summaries, and derivative materials, unless retention is required by law or expressly authorized in writing by VCUHS.

H. Material Breach

Any unauthorized access, disclosure, or use of Confidential Information or Privileged Information by Contractor or Contractor Personnel will constitute a material breach of this Contract. VCUHS may immediately terminate the Contract upon written notice and may pursue any other remedies available at law or in equity. Contractor acknowledges that monetary damages may be inadequate to remedy a breach of this section and agrees that VCUHS may seek injunctive or other equitable relief without the need to prove actual damages.

11. Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing to the VCUHS' Purchasing Department no later than 60 days after final payment; however, written notice of Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Contractor may not institute legal action prior to receipt of VCUHS' decision on the claim, unless VCUHS fails to render such a decision within 45 days of receipt. The decision of VCUHS shall be final and conclusive unless Contractor, within six months of the date of the final decision on the claim, institutes legal action.

12. Delivery

Goods or services delivered must be strictly in accordance with specifications referred to by VCUHS and shall not deviate in any way from terms, conditions or specifications of the Contract and/or purchase order. Any equipment, materials and/or supplies delivered pursuant to the Contract shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of Contractor. Contractor must notify the VCUHS Supply Chain of any anticipated delays in delivery or performance. In case of default by Contractor, or failure to deliver by the time specified, VCUHS, after due notice (oral or in writing), may procure such goods/services from other sources and hold Contractor responsible for any excess cost occasioned thereby.

Unless otherwise indicated, Delivery shall be F.O.B. Destination and Contractor certifies and warrants that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Contractor agrees that VCUHS reserves the right to use a third-party freight provider. Contractor shall include freight charges as a line item on all quotes and invoices. When freight costs are contractually allowed and applied by Contractor, Contractor should ship using OptiFreight, VCUHS' third party freight firm, by shipping freight collect via the account. If combined shipping weight exceeds 150 lbs., call 888-457-5851 for carrier instructions prior to shipping.

Except as otherwise specified by VCUHS, standard commercial packaging, packing and shipping containers shall be used. Regardless of the shipping method or F.O.B point, risk of loss or damage to the goods to be delivered shall remain with Contractor until VCUHS' receipt of the goods. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, and container(s) shall include packing slip(s) adequately showing the purchase order number, exact quantity, and description of the goods shipped.

13. <u>Drug Testing, Background Checks, Health Screening, and Mandatory Training</u>

A. Drug Testing for Personnel Performing Services in VCUHS Facilities

Regarding each Contractor employee, subcontractor, or representative otherwise who will enter a VCUHS-owned or -leased facility in the performance of this Contract ("Contractor Personnel"), Contractor agrees that drug testing will be performed in accordance with applicable VCUHS policy and before such Contractor Personnel first enters a VCUHS facility. Upon request, Contractor will notify VCUHS when each Contractor Personnel has passed such drug testing. Further, Contractor will not allow any Contractor Personnel to enter a VCUHS facility before such drug testing has been completed in satisfaction of applicable VCUHS policy. Upon VCUHS' request, Contractor will immediately attest to VCUHS whether a Contractor Personnel's test results passed applicable VCUHS requirements.

Upon any change to applicable law, regulation, accreditation requirement, or other safety concern, VCUHS may update applicable policy and the drug testing requirements contained herein, and such updates will be effective upon notice to Contractor.

B. Criminal Background Check for Personnel Performing Services in VCUHS Facilities

Regarding each Contractor Personnel, Contractor agrees to perform a criminal background investigation in accordance with applicable VCUHS policy, to include: (1) the Contractor Personnel's state of permanent residence, (2) Virginia, and (3) each state in which the Contractor Personnel has lived or worked within the seven years immediately preceding the date upon which the Contractor Personnel first will enter a VCUHS facility. Contractor will ensure that all Contractor Personnel have no convictions as outlined in Virginia Code Title 63.2, including § 63.2-1515 and applicable barrier crimes, and no convictions for crimes related to drugs, sex offenses, theft, or violence, and Contractor will not allow any Contractor Personnel to enter a VCUHS facility before such background checks have been completed in satisfaction of the requirements herein. As required by law, VCUHS may require additional background checks such as fingerprinting, an affirmation statement regarding pending charges, and confirmation for the Department of Social Services that the Contractor Personnel has no confirmed record of child abuse or neglect. Upon VCUHS' request, Contractor will submit to VCUHS written attestation of satisfactory completion of such additional background check requirements.

Upon any change to applicable law, regulation, accreditation requirement, or other safety concern, VCUHS may update applicable policy and the background check requirements contained herein, and such updates will be effective upon notice to Contractor.

C. Health Screening for Personnel Performing Services in VCUHS Facilities

Contractor will ensure that each Contractor Personnel has received all required vaccine doses in accordance with applicable VCUHS policy, and Contractor will not allow any Contractor Personnel to enter a VCUHS facility before such requirements are satisfied. In its sole discretion, VCUHS may grant exemptions to Contractor Personnel in accordance with applicable VCUHS policy.

Upon any change to applicable law, regulation, accreditation requirement, or other safety concern, VCUHS may update applicable policy and the health screening requirements contained herein, and such updates will be effective upon notice to Contractor.

D. Mandatory Training for Personnel Performing Services in VCUHS Facilities

Contractor will ensure that each Contractor Personnel completes orientation and training in accordance with VCUHS policy and as assigned by VCUHS. If any Contractor Personnel fails to timely complete such orientation or training, VCUHS may ban such Contractor Personnel from performing work under this Contract, but such ban will not relieve Contractor from otherwise performing its obligations under this Contract.

Upon any change to applicable law, regulation, accreditation requirement, or other safety concern, VCUHS may update applicable policy and the mandatory training requirements contained herein, and such updates will be effective upon notice to Contractor.

E. Contractor further agrees that a violation of this section constitutes a breach of the Contract and may result in termination or default action being taken by VCUHS in addition to any criminal penalties that may result from such conduct.

14. Equal Opportunity

This Contract incorporates by reference the following clauses: 41 CFR § 60-300.5(a); 41 CFR § 60-300.10; 41 CFR § 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A.

As applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a) and 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. As applicable, the posting requirement set forth in 29 CFR Part 471, Appendix A to Subpart A, and the VETS-4212 reporting requirements set forth in 41 CFR § 60-300.10 are incorporated herein.

VCUHS is an equal opportunity employer and federal contractor or subcontractor and complies with the applicable provisions of Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, and the applicable provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as applicable and as those laws have been most recently amended. Contractor further certifies to VCUHS that, as applicable, it will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians With Disabilities Act, the Americans with Disabilities Act, and the Notice Clause of Executive Order 13496 regarding Employee Rights under the National Labor Relations Act (NLRA) (29 CFR Part 471, Appendix A to Subpart A), as each has been most recently amended.

In connection with the performance of work under this contract, Contractor agrees as follows:

1. The Contractor will not engage in any racially discriminatory DEI activities, as defined in section 2 of the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors);
2. The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the contracting agency pursuant to the Executive Order of March 26, 2026 (Addressing DEI Discrimination by Federal Contractors), for purposes of ascertaining compliance with this clause;

3. In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts;
4. The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the contracting department or agency and take any appropriate remedial actions directed by the contracting department or agency;
5. The Contractor will inform the contracting department or agency if a subcontractor sues the contractor and the suit puts at issue, in any way, the validity of this clause; and
6. The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code (False Claims Act).

15. Evaluation of Services

VCUHS maintains deemed status with the Centers for Medicare & Medicaid Services (CMS) by maintaining accreditation with The Joint Commission (TJC) for some departments while CMS certifies others directly. VCUHS participates in The Joint Commission accreditation and CMS certification process which requires VCUHS to maintain oversight of certain contracted services through the selection of indicators to assess Contractor services for safety, quality and compliance with applicable hospital TJC standards and CMS Conditions of Participation. To the extent applicable to Contractor's services, Contractor will be evaluated based on 1) Quality of Service/Equipment/Product, 2) Quality/Competency of Contractor Personnel and Representatives, 3) Responsiveness to Issues, 4) Timeliness/Reliability of Services, 5) Adherence to applicable [a] Regulatory Standards, [b] VCUHS Human Resource Requirements as outline in the agreement with VCUHS, and [c] other pertinent VCUHS Policies and Procedures, and 6) Other relevant criteria as the parties may mutually agree upon. As a result of the evaluation, should VCUHS determine Contractor has not successfully met the above requirements and standards, VCUHS shall provide written notice to Contractor, and if Contractor does not cure the deficiency within 30 days of receipt of notice to the reasonable satisfaction of VCUHS, VCUHS shall have, at its discretion, the right to terminate this Contract immediately.

16. FDA Compliance

Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and represents that it shall have obtained all licenses, permits, required by law to engage in the activities necessary to perform its obligations to VCUHS. Contractor hereby represents and warrants that all products provided to VCUHS shall have appropriate documentation in conjunction with FDA regulations, and copies of the approval or clearance documentation issued to Contractor by the FDA will be immediately provided to VCUHS upon request.

17. FDA Recall of Products

If recall or modification of any of Contractor provided product(s) is required by the FDA or voluntarily recommended or required by Contractor, Contractor shall, at its sole cost and expense, immediately notify VCUHS in writing of such recall or modification, remove, package, and ship to Contractor's or Contractor's plant the affected Product(s) and at no additional charge to VCUHS replace such Product(s) with Contractor's products which have been evaluated and accepted by VCUHS as clinically comparable. All recall notices must be sent to VCUHS, Director of Risk Management, Box 980510, Richmond, VA 23298.

18. Data Privacy & Security

The health information of patients is strictly regulated under applicable law ('Regulated Data"). To the extent the awarded Contract involves Regulated Data, Contractor may be required to agree to additional terms and conditions that are necessary to protect the confidentiality, integrity, and accessibility of the Regulated Data. For example, if the awarded Contract creates a Business Associate relationship as defined under the Health Insurance Portability and Accountability Act (the "Act"), the parties without limitation to their other requirements

under HIPAA and other federal, state and local laws and regulations, agree to comply with the Act, the privacy standards set forth in 45 C.F.R. Parts 160 and 164 (the "Privacy Rule"), the security standards set forth in 45 C.F.R. Parts 160, 162, and 164 (the "Security Rule"), and the Health Information Technology for Economic Clinical Health Act, Title XIII of Division A and Title IV of Division D of Pub. L. 111-5 ("HITECH") and all of the rules and regulations implemented thereunder (collectively "HIPAA"). Contractor may only utilize or disclose VCUHS protected health information ("PHI"), as defined by HIPAA, to carry out its obligations under the Contract and for no other purpose. Contractor hereby covenants and agrees that it will not use VCUHS PHI in any manner that would constitute a violation of HIPAA. Additionally, if Contractor will have access to or otherwise process Regulated Data protected by 42 U.S.C. § 290dd-2 or 42 C.F.R. Part 2, as amended (collectively, "Part 2"), Contractor agrees to comply with Part 2 with respect to that Regulated Data.

Contractor's obligations set forth in this section are independent of, and in addition to, the obligations set forth in the Business Associate Agreement ("BAA") signed by the parties, if any.

19. Indemnification

Contractor agrees to indemnify, defend and hold harmless VCUHS, the Commonwealth of Virginia, their Affiliates and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, equipment of any kind or nature furnished by Contractor and any services of any kind or nature furnished by Contractor, provided that such liability is not attributable to the sole negligence of VCUHS or failure of VCUHS to use the materials, goods, or equipment in the manner already and permanently described by Contractor on the materials, goods or equipment delivered.

Contractor acknowledges that as a public body corporate, public instrumentality, and political subdivision of the Commonwealth of Virginia, (i) VCUHS cannot and will not indemnify or hold harmless Contractor for any act or omission; and (ii) VCUHS does not have the right to assume legal liability on behalf of Contractor or waive the sovereign immunity of the Commonwealth of Virginia.

20. Inspection/Testing/Qualifications

VCUHS shall have the right to inspect and test the goods at any reasonable time during manufacture and prior to shipment, so long as such inspection or test shall not interfere with Contractor's production and shipping schedule. The making, or failure to make any inspection, shall in no way impair VCUHS' right to reject or revoke its acceptance of nonconforming goods, or to avail itself of other remedies to which VCUHS may be entitled.

VCUHS may make reasonable investigation as deemed necessary to determine the ability of Contractor to perform services/furnish goods and Contractor shall furnish such information promptly. VCUHS reserves the right to inspect Contractor's physical facilities prior to award of contract/purchase order to satisfy questions regarding Contractor's capabilities.

21. Insurance

Contractor shall (and shall require its subcontractors to), throughout the Term of the Contract, including any renewal terms, maintain sufficient insurance coverage to insure all its duties and responsibilities under the Contract with such coverage provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and having a financial rating of A- or better by the AM Best and a financial size category of VIII. These minimum insurance requirements will not be construed in any way as a limitation of liability. Minimum insurance coverages, expressed in U.S. Dollars, shall include:

A. Workers' Compensation

Contractor shall maintain statutory Virginia Workers' Compensation coverage in accordance with the Virginia Code § 65.2-800 for all its employees who will be engaged in the performance of the Contract, which policy

shall include waiver of rights of subrogation against VCUHS, its subsidiaries, affiliates, directors, officers, and employees (collectively the "Insured Parties").

i. **Agency Staff** – When Contractor provides leased staffing to VCUHS and/or its affiliates, "Insured Parties" shall be named as an "alternate employer" on Contractor's Workers' Compensation policy.
ii. **Employer Liability** – Contractor shall also maintain Employer's Liability coverage including special coverage extensions where applicable with minimums of $1,000,000.

If Contractor is not subject to the Virginia Workers' Compensation Act, then Contractor will maintain workers' compensation coverage as otherwise required by applicable law.

B. Commercial General Liability

i. Commercial General Liability coverage of at least $1,000,000 per occurrence and $3,000,000 aggregate;
ii. Completed Operations/Products Liability aggregate of $1,000,000.00;
iii. Personal and Advertising Injury Limit $1,000,000.00; and
iv. Property Damage Coverage of $1,000,000 (only applicable when leasing premises from VCUHS).

C. Umbrella or Excess Coverage

Minimum limit of $5,000,000 in the same form as the Commercial General Liability policy.

D. Automobile Liability

When driving in performance of the Contract, $1,000,000. "Insured Parties" shall be an "additional insured" with respect to liability arising out of the performance of the Contract.

E. Crime Liability

When Contractor's employees or subcontractors enter VCUHS premises or residences of VCUHS patients, $100,000 per occurrence with deductible not to exceed $5,000. Coverage shall include theft of client or customer property "third party coverage" and coverage shall be for the benefit of VCUHS.

F. Professional Crime Liability

When Contractor's employees or subcontractors are involved with the handling or movement of VCUHS assets, investments, or funds, $5,000,000 per occurrence with deductible not to exceed $5,000 per occurrence. Such coverage shall include theft of client or customer property "third party coverage," and coverage shall be for the benefit of VCUHS.

G. Healthcare Professional Liability (Medical Malpractice)

When providing services that fall under the Virginia Medical Malpractice Act (§ 8.01 – 581.1 et seq.), the amount of the applicable limitation of liability in medical malpractice actions in Virginia that is in effect at the time of the incident (see Virginia Code § 8.01-581.15, as amended) with an annual aggregate of three times this amount, and a deductible not to exceed $10,000.

H. Professional Liability

When providing professional services such as accounting services, legal services, consulting services, architects, or engineers, etc., at least $5,000,000 in professional liability coverage with a deductible not to exceed $10,000.

I. Cyber Liability/Network Liability

When providing IT services or HIPAA-related services, accessing or exchanging personally identifiable information, protected health information, or other sensitive data, or providing other services that have direct access to or interface with VCUHS' IT systems, at least $5,000,000 of cyber/network liability coverage or such greater minimum coverage as set forth in the results of a VCUHS IT Risk Assessment. If none of the foregoing conditions exist, Contractor will maintain cyber/network liability coverage in an amount that is commercially reasonable to protect work product created for VCUHS. Contractor agrees to reasonably cooperate and respond to requests for information to maintain compliance with VCUHS network/IT requirements.

J. Tail Insurance Coverage

In the event any of the above insurance policies are written on a Claims Made basis or change from or to a Claims Made basis from an occurrence basis during the term of the Contract, Contractor agrees to maintain appropriate coverage in the amounts stated above for a period not less than five years from the date the Contract is terminated.

For Healthcare Professional Liability coverage written on a Claims Made basis, if any of the medical practitioners treated any children under the age of 18, Contractor must provide lifetime tail coverage to recognize this open-ended exposure.

K. Proof

Contractor shall provide evidence of the above insurance requirements prior to the execution of the Contract and upon request thereafter. Contractor shall provide at least 30 days' notice of any cancellation or material change in coverage. Failure by Contractor to provide the appropriate form and evidence of coverage does not relieve Contractor of its obligations to meet the above requirements.

22. Limitation of Liability

Contractor agrees it will not limit its liability to VCUHS for property damage, personal injury (including death) or breaches of confidentiality (including HIPAA). For all other types of damages, Contractor will not require VCUHS to accept liability limits below the minimum amounts of insurance coverage required in the Insurance section of these terms and conditions.

23. Notices

Any and all notices, requests, demands, or other communications which relate to the other party's failure to perform or which otherwise affect either party's rights under the Contract shall be deemed properly given when delivered by hand and received by the other party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). Contractor shall address all notices, requests, demands, or other communications to the recipient at the following address: VCUHS, Supply Chain, 3008 Mechanicsville Turnpike, Richmond, Virginia 23223. VCUHS shall address all notices to Contractor at the address and contact information provided in the Vendor/Contractor Profile information as submitted to VCUHS or the Notices section of any executed agreement by the parties.

24. Policies; Vendor Visitation

A. All vendors entering VCUHS facilities to conduct business must register with the symplr vendor management system prior to entering VCUHS facilities, and, if access to restricted procedural areas is required, purchase and utilize the RepScrubs product obtained from the VCUHS RepScrubs dispensing machine.

B. All Contractor employees and other representatives entering VCUHS facilities to conduct business shall comply with all applicable VCUHS policies and procedures including, without limitation, its Code of Conduct available at https://www.vcuhealth.org/Our%20Story/Who%20We%20Are/Compliance%20Services/Compliance%20Documents, Vendor Visitation Policy available at https://www.vcuhealth.org/our-story/who-we-are/vendor-information, anti-discrimination policy, sexual harassment policy, vaccination policy, Tobacco Free Campus policy, and any requirements of The Joint Commission, the Virginia Department of Health, Virginia Department of Medical Assistance Services, and all other entities having regulatory authority over VCUHS staff or operations.

25. Sanctioned Parties

Contractor represents and warrants that it and its agents, employees, officers, and representatives providing services under this Contract: (a) are not "sanctioned persons" under any federal or state program or law including, but not limited to, Sections 1128 and 1156 of the Social Security Act; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; and (e) are not a debarred or suspended contractor of the Commonwealth of Virginia. Contractor shall promptly notify VCUHS in the event that Contractor is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Contract, afforded by law or in equity, VCUHS may terminate this Contract without penalty by providing five days' prior written notice in the event that VCUHS has determined Contractor is in breach of this provision.

26. Taxes

Sales to VCUHS and its Affiliates are normally exempt from State sales tax. VCUHS is exempt from taxation pursuant to Virginia Code § 23.1-2411. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries shall usually be free of Federal excise and transportation taxes.

27. Termination for Convenience

VCUHS reserves the right to terminate any resulting Contract and/or purchase order, in part or in whole, without penalty, upon 30 days' prior written notice to Contractor. Any termination notice shall not relieve Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination unless otherwise specified by VCUHS in the termination notice.

28. VCU Health System Authority (VCUHS) Marks

"VCUHS Marks" include, but are not limited to the following: VCU Health System ("VCUHS"), Virginia Commonwealth University ("VCU"), VCU Rams, Massey Cancer Center, Pauley Heart Center, Hume-Lee Transplant Center, Children's Hospital of Richmond ("CHoR") at VCU, MCV Physicians ("MCVP"), Community Memorial Hospital ("CMH"), VCU Health Tappahannock Hospital, and Virginia Children's Care Network marks and accompanying designs, emblems, logos and seals (collectively the "VCUHS Marks").

Contractor acknowledges and agrees that VCU and/or VCUHS, individually or together, are the sole owners of the VCUHS Marks and have the exclusive right, title, and interest in and to, and ownership of, the VCUHS Marks, and Contractor acknowledges that nothing herein shall be construed to accord to Contractor any rights in the VCUHS Marks, except as expressly provided herein. Contractor shall not register or attempt to register the VCUHS Marks or a confusingly similar mark in any jurisdiction. Contractor shall have no right, title, interest or claim of ownership of the VCUHS Marks, except for the limited license granted in this Contract (if any). Contractor covenants that Contractor will not (a) at any time challenge VCU's or VCUHS's rights, title, or interest in, or ownership of the VCUHS Marks; (b) do, cause to be done, or omit to do anything which would contest, challenge, or in any way

impair the rights of VCU or VCUHS in the VCUHS Marks; (c) represent to any third party that Contractor has any ownership or rights in the VCUHS Marks (other than the specific rights conferred by this Contract, if any); or (d) register or attempt to register the VCUHS Marks as a trademark, service mark, trade name, or legal name.

Notwithstanding any other provision hereof to the contrary, Contractor may not assign or sublicense any rights to any person or entity without VCU's or VCUHS's prior written permission, which may be granted or withheld at VCU's or VCUHS's sole discretion.

29. Virginia Freedom of Information Act

Except as provided below, once the Contract is issued, all related solicitation documents submitted to VCUHS, including, but not limited to, quotations, proposals, bids, contracts, statements of work, and/or specifications, will be open to inspection in accordance with the Virginia Freedom of Information Act ("FOIA"). Trade secrets or proprietary information submitted by Contractor as part of its solicitation, contract, and/or purchase order documents are generally not subject to public disclosure under FOIA; however, Contractor must clearly invoke the protections of this section prior to or upon submission of its documents to VCUHS, identify the specific data or other materials to be protected, and state the reasons why such protection is warranted.

VCUHS shall not agree to (i) keep the terms of the Contract or price paid or payable by VCUHS confidential; (ii) limit VCUHS' obligations to disclose records as required by law including but not limited to FOIA; (iii) provide prior notice to Contractor before complying with a FOIA request; or (iv) require permission from Contractor prior to disclosing records upon receipt of a FOIA request.

30. Warranty

Whether or not Contractor is a merchant of the product provided by it, Contractor warrants that all product provided by it to VCUHS shall (a) be of good quality and workmanship and free from all defects, latent, or patent, in design, materials and workmanship, (b) conform to all specifications, drawings, samples, and other descriptions furnished, specified, or adopted by VCUHS, (c) be merchantable and suitable, sufficient, and fit for their intended and particular purpose, and (d) be free of all liens and encumbrances, and any claim of title by any third party. None of the remedies available to VCUHS for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by VCUHS in a separate written agreement specifically designating such limitation and signed by an authorized represented of VCUHS. Furthermore, Contractor agrees the goods or services furnished shall be covered by the most favorable commercial warranty that Contractor or its manufacturer gives any customer for such goods or services. A copy of the warranty will be provided by Contractor at time of delivery.

31. Information Blocking

As applicable to Contractor's products or services under this Contract, Contractor shall comply with 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (the "Information Blocking Rules") and reasonably assist VCUHS to comply with the Information Blocking Rules. Contractor shall not engage in any act or omission or implement any mechanism that would: (i) restrict patient access to their electronic health information ("EHI"); (ii) carry out any activity that would violate, or cause VCUHS to violate, the Information Blocking Rule, including but not limited to any activity that would constitute Information Blocking as defined in 42 CFR § 170.103; (iii) impede the efficient use of the products or services provided under the Contract; or (iv) make the products or services unavailable or degrade performance for a period of time that is longer than necessary to complete maintenance or improvements or to resolve security or performance issues.

32. No Conflicts of Interest

Contractor shall take appropriate steps to ensure that neither the Contractor nor any of its affiliates, employees, agents, or representatives ("Contractor's Representatives") are placed in a position where there is or may be an

actual or perceived conflict of interest between the financial or personal interests of the Contractor or Contractor's Representatives and the duties owed to VCUHS under the terms of this Contract. Contractor shall disclose to VCUHS full particulars of any such actual or perceived conflict of interest that arises during the term of this Contract. Further, Contractor shall perform its services and other obligations under this Contract in accordance with applicable professional standards.

33. Offshore Data Prohibited

To the extent that Contractor receives PHI from VCUHS, Contractor represents and agrees that such PHI will not be transferred to or accessible by any individual or system outside of the United States unless Contractor first obtains VCUHS' express written permission. Contractor agrees that the representation in this section is an ongoing representation for the duration of this Contract, and Contractor must notify VCUHS immediately if it becomes aware that any such PHI has been transferred to or accessible by any individual or system outside of the United States.

Upon VCUHS' request, Contractor will provide an updated SOC report and other security documentation as requested.

34. Transition of Services

Upon a notice of termination of this Contract, Contractor will reasonably cooperate with VCUHS to facilitate the successful transition of services to a successor vendor, to include Contractor's transfer of certain VCUHS data and other information to the successor vendor upon VCUHS' request.

35. Survival

The following sections will survive the termination or expiration of any Contract or Purchase Order: 1 (Affiliates); 4 (Applicable Laws and Courts, Arbitration, and Waiver of Trial by Jury); 6 (Audit); 7 (Billing and Payment); 10 (Confidentiality); 11 (Contractual Disputes); 19 (Indemnification); 21 (Insurance); 22 (Limitation of Liability); 30 (Warranty); 33 (Offshore Data Prohibited); 34 (Transition of Services); and 35 (Survival).