

**THE CHILDREN'S HOSPITAL CORPORATION d/b/a
BOSTON CHILDREN'S HOSPITAL
STANDARD TERMS AND CONDITIONS OF PURCHASE
OF GOODS AND/OR SERVICES**

Contractor: _____

Contract Number: _____

This Agreement is effective as of _____, 201__ (the "Effective Date") by and between The Children's Hospital Corporation, d/b/a Boston Children's Hospital ("BCH") and _____ ("Contractor", and together with BCH, the "Parties").

WHEREAS, Contractor is a supplier of goods and/or services to the health care industry;

WHEREAS, Contractor has offered to provide certain goods and/or services to BCH consistent with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 TERM OF AGREEMENT. This Agreement will remain in effect for the term set forth on Exhibit A hereto, unless earlier terminated pursuant to Section 13 below.

2.0 SERVICES COVERED. Contractor hereby agrees to provide the goods and/or services described in Exhibit A attached hereto and incorporated herein by reference as though fully set forth (referred to collectively as the "Deliverables") pursuant to the terms of this Agreement, including the pricing and payment terms set forth on Exhibit A. For the avoidance of doubt, no additions to or deletions of the Deliverables listed on Exhibit A will be effective unless set forth in an amendment pursuant to Section 15.3 of this Agreement.

3.0 ORDERING; DELIVERY

3.1 Ordering. BCH shall place orders for the Deliverables with Contractor by telephone, telecopier or electronic mail, or through electronic order entry ("Purchase Order").

3.2 Inspection and Rejection. In the event that BCH rejects any of the Deliverables prior to Acceptance (as hereinafter defined) of such Deliverables, Contractor shall refund to BCH any amount previously paid by BCH to Contractor for said Deliverables. Notwithstanding anything to the contrary in this Agreement, in the event BCH shall reject any Deliverables as provided hereunder, BCH shall have the right to require Contractor to provide

to BCH other Deliverables that comply with the terms set forth on Exhibit A within two (2) weeks from the date of such rejection. In addition, BCH may elect to accept non-conforming Deliverables, subject to an equitable reduction in the Purchase Price (as hereinafter defined) of such Deliverables. BCH's rights of rejection as described herein shall in no way limit BCH's right to hold Contractor liable for any damages arising from any breach of Contractor's obligations or warranties hereunder.

3.3 Suspension; Changes. BCH shall be entitled by written order to suspend work or make changes from time to time in any Purchase Order. If such suspension or change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be promptly negotiated by the Parties and shall be evidenced in a writing signed by both Parties. Any claim by Contractor for adjustment hereunder must be asserted in writing within ten (10) days of the date of Contractor's receipt of notification of the change or suspension and shall be followed by supporting documentation within thirty (30) days from the date of such notification.

4.0 SHIPPING; INSPECTION OF GOODS

To the extent Contractor provides any goods to BCH pursuant to this Agreement, the following terms of this Section 4.0 shall apply:

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4.1 Shipping Terms. Except as otherwise provided below, all shipments of goods, if any, to BCH shall be Net F.O.B. destination, with all costs of transportation, security and insurance paid by Contractor. Title and risk of loss shall transfer to BCH upon delivery. Contractor shall mark each shipment, packing slip, bill of lading, invoice, and any and all related documents in accordance with industry standards, which markings shall include but not be limited to BCH's Purchase Order number (if applicable), specified addresses, any modification of industry standards designated in such Purchase Order, Exhibit A or by BCH's Safety Department, and any other pertinent markings.

4.2 Inspection and Rejection. All goods delivered hereunder are subject to inspection and testing by BCH prior to Acceptance and payment by BCH. BCH may hold or reject and return to Contractor at Contractor's expense the following goods: (i) all damaged or defective goods or goods not fully in compliance with all drawings, specifications, samples, or other descriptions applicable to the goods to be provided by Contractor to BCH hereunder (all of which are incorporated herein by reference and referred to hereafter as the "Specifications"); (ii) goods shipped contrary to instructions or in excess of the quantities specified in Exhibit A hereto; (iii) and goods violating any term hereof.

5.0 ACCEPTANCE; PAYMENT TERMS

5.1 Acceptance. Notwithstanding anything to the contrary in this Agreement, any final acceptance of the Deliverables by BCH ("Acceptance") must be in writing and shall occur only if: (i) the Deliverables conform to all functional and performance specifications provided by Contractor and all applicable federal, state and local laws, regulations, and industry safety codes (collectively, the "Requirements"); or (ii) if the Deliverables do not conform to some or all of the Requirements and BCH elects to accept the Deliverables in spite of their non-conformity, subject to an equitable reduction in the Purchase Price (as hereinafter

defined). If the Deliverables are goods, any Acceptance shall additionally be conditioned upon the following, if applicable: (a) if the goods are electrical or electronic equipment, such goods are Underwriters Laboratory (UL) listed and pass BCH's electrical testing standards, and (b) BCH has received a Material Safety Data Sheet for the goods and, if BCH has requested such information of Contractor, Contractor has provided BCH with a complete chemical analysis of the goods.

5.2 Payment Terms. Subject to the terms and conditions hereof, BCH shall pay to Contractor the Purchase Price (as hereinafter defined), according to the payment schedule set forth on Exhibit A. Contractor shall submit to BCH an invoice for each payment, and each payment shall be due and payable by BCH to Contractor by the later of the following: (i) thirty (30) days from BCH's receipt of Contractor's complete and accurate invoice as required under this Agreement and (ii) the invoice due date specified on such invoice. Unless otherwise specifically agreed by the Parties in writing, Contractor's invoiced amount shall include the cost of transportation and delivery for any goods, including insurance, and all parts and labor and warranties provided to BCH by Contractor. Contractor acknowledges that BCH is a tax-exempt organization and agrees that the invoiced amount does not include any applicable duties or state and local use, sales, excise or similar taxes, which may be imposed on the transactions contemplated hereunder, or any taxes assessed against the income of Contractor. BCH shall provide to Contractor a tax-exempt certificate upon request. All amounts due to Contractor by BCH shall be subject to deduction by BCH for any set-off or counterclaim arising out of the transactions contemplated hereunder.

6.0 DELIVERY OF DELIVERABLES.

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6.1 Guarantee of Delivery / Performance. If Contractor fails to deliver any Deliverables within the agreed-upon time periods, BCH in its sole discretion may either: (i) purchase substitute Deliverables from another source or sources and Contractor shall reimburse BCH for the difference between BCH's actual F.O.B. destination acquisition cost for such Deliverables and the price(s) BCH would have paid for the Deliverables under this Agreement; or (ii) terminate without penalty the obligations of BCH under this Agreement and any other agreement related to the Deliverables, including without limitation any Purchase Order for the Deliverables, and Contractor shall immediately refund to BCH all funds paid for the Deliverables and any related materials. Upon the request of BCH, Contractor will assist BCH in finding alternative acceptable sources for any Deliverables that Contractor cannot deliver within agreed-upon time periods.

6.2 Guarantee of Delivery under Emergency Conditions. In the event of a natural disaster or industry wide shortage of Deliverables ("Emergency Condition"), Contractor will use its best efforts to set aside an adequate quantity of Deliverables for the exclusive purchase by BCH for the duration of the Emergency Condition and will give priority to orders placed by BCH for Deliverables during the duration of the Emergency Condition.

7.0 USE OF DELIVERABLES.

7.1 License. BCH is hereby granted a nonexclusive, nontransferable, fully paid-up license to use any software owned or licensed by Contractor and delivered to BCH hereunder ("Software"), any updates or enhancements to the Software, and any documentation relating to the Software ("Documentation") from the date of this Agreement until BCH discontinues use of the Software. BCH may make copies of the Software for archival, disaster or back-up purposes. BCH may make copies of any Documentation for its internal use only. BCH may not otherwise copy,

duplicate, reproduce, modify, reverse engineer, decompile or disassemble the Software.

7.2 Contracted Works. Notwithstanding anything herein to the contrary, BCH shall own all right, title and interest in and to any custom software, printed materials or other copyrightable or patentable deliverables resulting from any services rendered by Contractor to BCH hereunder.

8.0 PRICING TERMS.

8.1 Pricing. Pricing for Deliverables (the "Purchase Price") shall be as set forth on Exhibit A attached hereto.

8.2 Competitive Pricing. Subject to applicable law, Contractor represents and warrants that the prices, terms and conditions offered by Contractor to BCH through this Agreement shall, at all times, be at least as good as those offered to any other customer that purchases a comparable volume of Deliverables relative to the volume purchased by BCH hereunder. Further, Contractor represents and warrants that the prices, terms and conditions offered under this Agreement are proportionally better than the prices, terms and conditions offered to any other customer that purchases a lower volume of Deliverables relative to the volume purchased by BCH hereunder.

8.3 Pricing of New Deliverables. Pricing for any additional and/or new Deliverables that the Parties mutually agree to add to Exhibit A will be negotiated at prices consistent with the prices of Deliverables already provided under this Agreement. Contractor agrees to inform BCH's contract director/manager responsible for this Agreement (as set forth on Exhibit A) of new goods and/or services that Contractor plans to introduce to the market ("New Service Information") at least sixty (60) days prior to the introduction to the market of such new goods and/or services. BCH agrees to treat all New

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Service Information as Confidential Information (as hereinafter defined) in accordance with the terms of Section 14 hereof.

9.0 CREDENTIALING; ON-SITE PERSONNEL.

9.1 Credentialing. If Contractor's obligations under this Agreement include personnel performing services on BCH's premises, Contractor represents and warrants that, prior to such personnel performing services, Contractor will perform a screening and background check, including but not limited to a Criminal Offender Record Information (CORI) check and a Sexual Offender Registry Information (SORI) check, sufficient to determine that, to the best of Contractor's knowledge, each such individual (i) will not engage in criminal or other unlawful activity on BCH premises; (ii) will not harm patients, patient families and visitors, or BCH staff; (iii) is not registered in Massachusetts as a sex offender; (iv) will not intentionally access or misuse protected health information (as defined by HIPAA); and (v) will not violate federal or state laws relating to information security and privacy. Upon request, Contractor agrees to provide, at Contractor's expense, proof that Contractor personnel have met the BCH's infection control requirements.

9.2 On-Site Personnel. Contractor will provide representatives to periodically meet with BCH representatives on a schedule mutually agreed upon by the Parties. Contractor shall ensure that all of its personnel who visit BCH, including any such representatives, comply with BCH's policies and procedures applicable to personnel visiting BCH's premises.

10.0 COMPLIANCE WITH LAWS AND REGULATIONS.

10.1 General. Contractor represents and warrants that, throughout the term of this Agreement and any extension hereof, Contractor and all Deliverables shall be and shall remain in compliance with all

applicable federal, state and local laws and regulations, including without limitation all applicable "safe harbor" regulations relating to fees, discounts and incentives paid and/or granted to BCH. Contractor represents and warrants that it will comply with all applicable legal and ethical requirements with respect to its relationships with physicians and other clinicians. Contractor shall also comply with BCH's policies concerning such relationships to the extent such policies apply to Contractor, including but not limited to BCH's Code of Conduct, Compliance Manual and Anti-Fraud, Waste and Abuse Policies. Contractor shall disclose to BCH per applicable regulations, the specified dollar value of discounts or reductions in price. The Parties acknowledge and agree that for purposes of 42 C.F.R. Section 1001.952(h), any reduction in the amount Contractor charges BCH is a "discount or other reduction in price" to BCH. BCH shall disclose the specified dollar value of discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to such BCH for the Deliverables in accordance with applicable regulations.

10.2 Access to Books and Records. Contractor agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of Contractor that are necessary to certify the nature and extent of the costs incurred by BCH in purchasing such goods and services. If Contractor carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or

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service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by Contractor for such goods or services. Contractor shall give BCH notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

10.3 HIPAA Compliance. To the extent applicable, Contractor shall comply, and shall assist BCH to comply, with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as currently issued, as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the “HIPAA Regulations”), with respect to the privacy and security of “protected health information” (as defined in the HIPAA Regulations). Contractor shall comply with the terms set forth in the Business Associate Addendum attached as Exhibit B hereto to the extent applicable to Contractor.

10.4 Information Security and Privacy. In accordance with Massachusetts regulation 201 CMR 17.00, if Contractor receives, stores, maintains, processes, or otherwise is permitted access to personal information through its provision of services under this Agreement, it shall comply with the provisions in the addendum attached hereto as Exhibit C.

10.5 Fraud and Abuse. The Purchase Price has been determined based on good-faith and arms-length bargaining between BCH and Contractor. Contractor hereby represents that no amount BCH is required to pay to Contractor hereunder is intended to be, nor shall it be construed to be, an

inducement or payment to encourage BCH to purchase a particular good or service payable under any federal or state health insurance program, any commercial insurance program or any other health benefit plan with which BCH may contract or affiliate. Contractor further represents that no amount BCH is required to pay to Contractor hereunder includes any improper discount, rebate, kickback or other reduction in charge.

If Contractor provides an item without charge or at a reduced cost (the “Free or Discounted Item”) along with the purchase of other items or services (the “Other Items”), Contractor will calculate the total price BCH paid for all the items furnished, and then provide a reasonable allocation of that total price to each of the items on an invoice to BCH. Contractor represents that such allocation among the Free or Discounted Item and the Other Items shall be reasonable and appropriate, and Contractor recognizes that such allocation shall be relied upon by BCH in identifying its costs on the Medicare cost report. Contractor further represents and warrants that the Free or Discounted Item and the Other Items are reimbursed by the same federal health care program using the same methodology.

10.6 Pharmaceutical and Medical Device Manufacturer. To the extent applicable, Contractor shall comply, and shall assist BCH to comply, with all requirements under Pharmaceutical and Medical Device Manufacturer Conduct (M.G.L. c. 111N) and all regulations promulgated thereunder from time to time, including, without limitation, 105 CMR. 970.000.

10.7 Hazardous Substances Disclosure. If applicable, Contractor shall provide to BCH, in accordance with the requirements of the Massachusetts Right to Know Law (M.G.L. c. 111F, Sec. 1 *et seq.*), as amended from time to

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time, and any regulations promulgated thereunder from time to time, a Material Safety Data Sheet for any chemical or hazardous or toxic substance furnished by Contractor to BCH under this Agreement that appears on the Massachusetts Substance List. In addition, Contractor shall provide to BCH, at BCH's request, a complete chemical analysis for any such chemical or hazardous or toxic substance.

10.8 Labor and Employment Laws.

Contractor represents and warrants that it complies with applicable labor and employment laws, including but not limited to all federal, state and local laws and regulations related to the payment of wages, equal employment opportunities, and the employment of children under the age of 16. Contractor further agrees, to the extent applicable, to comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60. Supplier/Seller incorporates into this Agreement, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-250.5(a), 60-741.5(a), and 60-300.5(a), and will likewise incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

10.9 Joint Commission Compliance. Contractor shall promptly cooperate with all reasonable requests by BCH for assistance and information in connection with BCH's efforts to comply with the requirements and standards of the Joint Commission.

10.10 Changes in Law. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) that administer Medicare, any other payer, or any other federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation, or if any court of competent jurisdiction renders any decision or issues any order, at any time during the term of this Agreement, that prohibits, restricts, limits or in any way significantly affects either Party's rights or obligations hereunder, either Party may give the other notice of intent to

amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within fifteen (15) days after said notice was received, this Agreement shall automatically terminate as of midnight on the fifteenth (15th) day after said notice was received.

11.0 INSURANCE AND INDEMNIFICATION:

11.1 Insurance. Throughout the term of this Agreement, Contractor shall, at its sole expense, obtain and maintain through commercial carriers, self-insurance or some combination thereof, (i) appropriate workers' compensation coverage as statutorily required for Contractor's personnel providing services hereunder; (ii) comprehensive general comprehensive liability insurance, in the amount of at least \$1,000,000 per occurrence with a per annum aggregate limitation of at least \$3,000,000; (iii) contractual liability insurance covering Contractor's indemnification obligations hereunder; (iv) respondeat superior liability insurance; (v) product liability insurance if any goods are provided hereunder; (vi) property damage insurance if services are provided on-site at BCH's location(s); (vii) services liability if services are provided hereunder; and (viii) such other insurance as may be reasonably required by BCH in such amounts, with such coverage and with such companies as may be required to fully insure the value of the goods and services (as applicable) furnished hereunder or as BCH may reasonably require. The insurance coverage required under the foregoing clauses (iii) – (vii) shall be maintained with limits that are at least as high as is customary and reasonable in Contractor's business. All insurance required under this section shall cover Contractor, its personnel and its indemnitees hereunder. Contractor shall make BCH a named additional insured in Contractor's insurance policy

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containing the required coverage. Upon request by BCH, Contractor shall provide to BCH certificate(s) reflecting such coverage, which certificate(s), shall be issued by a licensed insurance company and signed by an authorized agent. Contractor shall provide at least thirty (30) days prior written notice of any actual or proposed cancellation, termination, expiration, non-renewal, reduction, or other change in the amount or scope of any coverage under such policies for any cause.

11.2 Indemnification of BCH. Contractor hereby agrees to indemnify, defend and hold harmless BCH and its respective affiliates, directors, trustees, officers, professional staff, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable experts' and attorneys' fees) and judgments arising out of or substantially related to: (i) alleged bodily injury, property damage or any other damage or injury allegedly caused by in whole or in part, contributed by, or associated with any of the Deliverables, (ii) any alleged acts or omissions of Contractor and its employees and agents in connection with Contractor's performance of its obligations under this Agreement, (iii) the alleged direct or contributory infringement of any intellectual property right, including any patent, trademark, copyright or trade secret right, by (a) any of the Deliverables, (b) the packaging, instructions and other materials supplied therewith, or (c) their contemplated uses; and (iv) the alleged inducement of infringement of any such intellectual property right by BCH's inclusion of any of the Deliverables in its approved list of Deliverables and its other normal business conduct related thereto.

11.3 Indemnification of Contractor. BCH hereby agrees to indemnify, defend and hold harmless Contractor and its affiliates, directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without

limitation, interest, penalties and reasonable attorneys' fees) and judgments arising out of the acts or omissions of BCH and its employees and agents in connection with BCH's performance of its obligations under this Agreement.

12.0 WARRANTIES AND STANDARDS OF PERFORMANCE; NOTICES

12.1 Warranties and Standards of Performance. Contractor represents and warrants that the all Deliverables provided hereunder shall: (i) be free from defects in workmanship, materials and title; (ii) to the extent such Deliverables are not furnished pursuant to detailed designs provided by BCH, be free from defects in design; (iii) be suitable for the purposes intended; (iv) perform in conformance with all requirements of this Agreement and (if applicable) all Specifications; and (v) comply with the highest professional standards of practice in the industry and Contractor's written guidelines. All of the warranties referenced or set forth in this Section 12.1 shall be in addition to all other warranties that may be prescribed by law, including, without limitation, the warranty of merchantability and fitness for a particular purpose. Contractor further represents and warrants that none of: (a) the Deliverables; (b) the packaging, instructions and other materials supplied therewith; or (c) their contemplated uses will directly or contributorily infringe any intellectual property right, including any patent, copyright, trademark or trade secret right. In provision of the Deliverables, Contractor shall at all times comply with all Requirements (as set forth in Section 5.1). To the extent Contractor's provision of any of the Deliverables requires any license, Contractor has obtained such license and shall maintain such license in full force and effect throughout the term of this Agreement. All warranties shall (x) survive BCH's inspection and Acceptance of the Deliverables and payment for the Deliverables, (y) inure to the benefit of BCH, its customers and users and (z)

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be the maximum afforded by Contractor to any other of its customers.

12.2 Recall. Notwithstanding anything in this Agreement to the contrary, in the event of a recall that prevents Contractor from supplying any Deliverables for more than thirty (30) consecutive days, the following terms shall apply in addition to any other remedies available to BCH, BCH may, in its sole discretion, either (i) purchase any substitute service(s) from one or more sources and Contractor shall reimburse BCH for the difference between BCH's actual F.O.B. destination acquisition cost for such service(s) and the price(s) BCH would have paid for Contractor's Deliverable(s) under this Agreement; or (ii) terminate without penalty its obligations under this Agreement, and Contractor shall immediately refund to BCH all funds paid for the undelivered or returned Product(s) and any related materials, plus any shipping and other charges incurred by BCH with respect to the applicable Deliverables, including all costs of testing and inspection of the Deliverables or implementation of any fixes or corrections to ensure the safety or reliability of the Deliverables. Upon BCH's request, Contractor will assist BCH in finding alternative acceptable sources for any Deliverable(s) that Contractor is unable to deliver in a manner that is reasonably acceptable to BCH.

12.3 Warranty Documents. In the event any of Contractor's warranty documents ("Warranty Documents") contains a limitation of liability, such limitation of liability shall not apply to Contractor's indemnification obligations under this Agreement, and to the extent such Warranty Documents contain a limitation on the amount of damages that may be paid to a customer, including BCH, such limitation shall not apply with respect to the Deliverables.

12.4 Product Notices. Contractor shall send BCH all Deliverables notices (including without limitation field service notices and notices related to any recall, enhancement, or modification of the Deliverables), as

well as notices of any other changes affecting the Deliverables and notices of new Deliverables.

13.0 TERMINATION.

13.1 Termination Without Cause. With respect to goods ordered by BCH, if any, BCH may cancel such order at any time without cause or penalty prior to shipment by Contractor. In addition, BCH may terminate this Agreement at any time without cause or penalty upon thirty (30) days' prior written notice to Contractor.

13.2 Termination for Breach. In the event of breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days of such notice, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party. In addition, with respect to goods ordered by BCH, if any, BCH may cancel all or any portion of the undelivered portion of any order for goods in the event: (i) Contractor does not make delivery as provided herein; (ii) Contractor breaches any of its obligations or warranties hereunder; or (iii) of the bankruptcy, insolvency, liquidation, dissolution or cessation of operations of Contractor, or Contractor's filing of any voluntary or involuntary petition for bankruptcy, dissolution, liquidation or winding up of the affairs of Contractor, or any assignment by Contractor for the benefit of creditors. Termination in accordance with this section shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law or in equity.

13.3 Orders Placed Prior to Termination. Contractor shall fulfill, in accordance with the terms of this Agreement, all orders for Deliverables submitted by BCH and received by Contractor prior to termination or expiration of this Agreement. Notwithstanding the foregoing,

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BCH shall not be obligated to pay Contractor with respect to any cancelled order of goods, and BCH's liability hereunder shall be limited to payment for the delivered portion of ordered goods Accepted by BCH.

13.4 Survival. The following paragraphs of this Agreement shall survive expiration or termination of this Agreement: (i) the audit undertakings set forth in Section [15.11]; (ii) the representations, warranties and covenants set forth in Section [12.1]; (iii) the indemnification undertaking contained in Article 11; (iv) the undertaking to fill orders submitted to and received by Contractor prior to the date of expiration or termination set forth in Section 14.3; (v) the confidentiality undertakings contained in Article 14; (vi) the rights and limitations on assignment contained in Sections [15.4] and [15.12]; (vii) the governing law provisions contained in Section [15.2]; (viii) reasonable attorney's fees provided for in Section [15.10]; and (ix) compliance with laws and regulations provided for in Article 10.

13.5 Vacating of Premises. Upon termination of this Agreement, Contractor shall promptly vacate BCH's premises and remove any goods leased by BCH from Contractor as set forth on Exhibit A hereto. Contractor shall comply with BCH's reasonable requests regarding the timing and manner of Contractor's performance under this section.

14.0 CONFIDENTIALITY.

14.1 Confidential Information. For the purposes of this Agreement, each Party's confidential information ("Confidential Information") shall mean all proprietary, secret or confidential information or data relating to BCH or Contractor and their respective operations, employees, services, patients or customers, respectively.

14.2 Protection of Confidential Information. Contractor and BCH acknowledge that Contractor or BCH may disclose Confidential Information to each other in connection with this Agreement. If

Contractor or BCH receives Confidential Information, it shall: (i) maintain the Confidential Information in strict confidence; (ii) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (iii) use Confidential Information only to fulfill its obligations under this Agreement; and (iv) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by BCH or Contractor. Notwithstanding the foregoing, BCH shall have the right to disclose Confidential Information to outside consultants as necessary for BCH to purchase support services in connection with this Agreement, provided any such consultants agree to the same level of confidentiality as described herein.

14.3 Agreement Confidentiality. Neither BCH nor Contractor shall disclose the terms of this Agreement to any other person or entity outside its organization and affiliates other than as required by law. For purposes of this provision, an affiliate is an entity in which BCH or Contractor, respectively, maintains an ownership position or with which BCH or Contractor, respectively, maintains a contractual relationship, and the disclosure is required so that the disclosing Party may fulfill its obligations hereunder. Neither Party shall make any public announcement concerning the terms of this Agreement unless such Party receives prior written consent of the other Party. Notwithstanding the provisions of this Article 14, BCH may share de-identified and aggregated contract information with third parties with which BCH contracts or that are otherwise engaged to act on behalf of BCH, but only to the extent necessary for such third parties to discharge their obligations to BCH and only so long as such third parties agree to comply with

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confidentiality obligations not less stringent than those applicable to BCH under this Agreement.

14.4 Limitation on Obligation. Neither BCH nor Contractor shall have an obligation concerning any portion of the Confidential Information that: (i) was known to it before receipt, directly or indirectly, from the disclosing Party; (ii) is lawfully obtained, directly or indirectly, by it from a third party that was under no obligation of confidentiality; (iii) is or becomes publicly available other than as a result of an act or failure to act by the receiving Party; (iv) is required to be disclosed by the receiving Party by applicable law or legal process; or (v) is developed by the receiving Party independent of the Confidential Information disclosed by the disclosing Party. The receiving Party shall not disclose any portion of the Confidential Information to any person except those of its employees and affiliates having a need to know such portion to accomplish the purposes contemplated by this Agreement.

15.0 MISCELLANEOUS.

15.1 Application of Terms. Unless otherwise agreed to in writing, the terms of this Agreement, including but not limited to the pricing and payment terms set forth in Exhibit A, shall apply to BCH and all of BCH's corporate affiliates.

15.2 Governing Law and Venue. This Agreement is being delivered and executed in the Commonwealth of Massachusetts. In any action brought by or against BCH, the validity, construction and enforcement of this Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts, and venue shall be proper only in a court of competent jurisdiction located in the Commonwealth of Massachusetts in Suffolk County. The Parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this Section 15.2.

15.3 Amendments. No modification of this Agreement shall be deemed effective unless in writing and signed by each of the Parties.

15.4 Assignment and Delegation. BCH shall have the right, without Contractor's consent, to assign or delegate BCH's rights, title and interest under this Agreement to any entity owned or controlled by BCH or under common ownership or control with BCH. Except as set forth in the foregoing sentence, neither Party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other Party's prior written consent.

15.5 Non-Waiver. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought. The failure of a Party to insist upon strict adherence to any term hereof on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to that term or any other term hereof.

15.6 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

15.7 Severability. If any part of this Agreement shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

**THE CHILDREN'S HOSPITAL CORPORATION d/b/a
BOSTON CHILDREN'S HOSPITAL
STANDARD TERMS AND CONDITIONS OF PURCHASE
OF GOODS AND/OR SERVICES**

Contractor: _____

Contract Number: _____

15.8 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by telecopier, hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to BCH or Contractor at the addresses and/or facsimile numbers set forth on Exhibit A. Either Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other Party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party. Contractor shall provide a copy of any notice to BCH provided under this section to the following address:

Office of General Counsel
Boston Children's BCH
300 Longwood Avenue
Boston, MA 02115

15.9 Independent Contractors. The Parties' relationship hereunder is that of independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between BCH and Contractor. Neither Party has the authority to bind or act on behalf of the other Party except as otherwise specifically stated herein.

15.10 Attorneys' Fees. Should either Party engage an attorney for the purpose of enforcing this Agreement or any judgment based hereon in any court, including bankruptcy court, courts of appeal or arbitration proceedings, the prevailing Party shall be entitled to receive its reasonable attorneys' fees and costs in addition to any other relief granted.

15.11 Audit of Costs. Contractor shall permit BCH or its agent to conduct periodic audits of records relating to Contractor's performance under this Agreement including without limitation relevant

orders, invoices and volume reports. The audits shall be conducted upon reasonable advance notice during regular business hours at Contractor's principal office and in such a manner as not to unduly interfere with Contractor's operations.

15.12 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15.13 Force Majeure. The obligations of either Party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, or by shortages of power or materials or government orders which are beyond the reasonable control of the Party obligated to perform and prevents such Party from being able to perform ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following notice by such Party pursuant to this Agreement, the other Party may terminate this agreement immediately upon written notice to such Party.

15.14 Minority, Woman-Owned and Small Businesses. On or before the Effective Date, Contractor shall provide to BCH a copy of Contractor's current supplier diversity policy. Such policy shall set forth the manner in which Contractor intends to comply with Purchasing Partners Minority, Woman-Owned, and Small Business Policy. In this regard, Contractor acknowledges that it will use commercially reasonable efforts to spend a minimum of three

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percent (3%) of its annual production and raw material costs with minority-owned businesses and a minimum of two percent (2%) of such costs with women-owned businesses.

15.15 No Additional Obligations Imposed by Contractor. Except as expressly set forth herein, Contractor shall not impose any obligations on BCH as a condition to receiving any of the benefits set forth in this Agreement.

15.16 Entire Agreement. This Agreement, together with any corresponding Purchase Order or contract cover sheet referencing this Agreement and all exhibits, amendments, schedules and addenda hereto, constitutes the entire understanding and agreement between Contractor and BCH concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between Contractor and BCH, whether oral or in writing, concerning the subject matter hereof.

15.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

15.18 Electronic Commerce. Contractor hereby acknowledges that BCH and/or its affiliates are currently developing technology and electronic commerce ("e-commerce") processes which may enable BCH and Contractor to more efficiently purchase and sell the Deliverables, supplies and equipment, exchange information and make payments (e.g., through use of the Internet). Contractor shall implement any e-commerce system adopted by BCH and/or its affiliates for group purchasing activities (including without limitation Supply Chain Advisor and GHX applications) and shall cooperate with BCH and its affiliates in integrating any such e-commerce systems into Contractor's systems. Any such e-commerce system shall be owned by and proprietary to BCH and/or its affiliates.

15.19 Controlling Document. In the event of any conflict between this Agreement and any document, instrument or agreement prepared by Contractor (including without limitation any contract cover sheets, Purchase Orders and invoices), the terms of this Agreement shall control. In the event of any conflict between this Agreement and any exhibits hereto, the terms of BCH's Standard Terms and Conditions of Purchase shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2018.

THE CHILDREN'S HOSPITAL CORPORATION

By: _____

Name: _____

Title: _____

[ENTER LEGAL NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Exhibit ...

EXHIBIT A

**[Insert description of Deliverables, pricing, term, shipping/delivery instructions,
and any other contract-specific terms]**

EXHIBIT B
Children's BAA

EXHIBIT C

Children's Information Security and Privacy Addendum