

## PURCHASE ORDER TERMS & CONDITIONS

1. **Parties. United HealthCare Services, Inc.**, a Minnesota corporation, with offices at 9700 Health Care Lane, Minnetonka, MN 55343 (“UHS”), on behalf of itself and its Affiliates, and “Vendor” refers to the firm or company to whom a Purchase Order (“Order”) is addressed. Affiliate means any entity directly or indirectly controlled by, controlling, or under common control with UHS.
2. **Scope.** The following terms and conditions (“Terms”) apply to, and are incorporated into, all UHS purchase orders or products, services or other deliverables issued by UHS to Vendor (each, an “Order”), and are in addition to any terms set forth on the face of such Order. In addition, to the extent that UHS and Vendor have entered into a Master Services Agreement (the “Agreement”) or a Statement of Work (“SOW”) applicable to the transaction covered by an Order, such SOW and/or Agreement shall apply and shall govern to the extent of any conflict between these Terms and the Agreement. UHS’ acceptance of any offer from Vendor is expressly limited to these Terms, the Order and, if applicable, the SOW or Agreement. UHS hereby objects to and rejects any additional, different or conflicting terms and conditions, whether printed or otherwise, in any other communication between the Parties (except as for routing instructions, as allowed under Section 7 (Shipping) of these Terms), including on any of Vendor’s forms, letters, papers, terms or conditions. None of such provisions shall be deemed to be a part of these Terms and the Order unless specifically agreed to in writing by UHS. Vendor’s commencement of services or shipment of products in the absence of an alternate written agreement between UHS and Vendor constitutes Vendor’s acceptance of these Terms.
3. **Changes.**
  - (a) **By UHS.** UHS may unilaterally change an Order, including but not limited to suspending work or delivery of product in whole or in part, making changes in one or more of the following: specifications; method or manner of performance or other instructions; method of shipment or packing; place or time of delivery; or quantities to be furnished, by giving written or electronic notice to Vendor prior to shipment of the applicable products or performance of the services. If such suspension or change by UHS causes an increase or decrease in the cost or time required for Vendor’s performance, as soon as practicable the Parties shall agree in good faith to a reasonable, equitable adjustment of the purchase price, delivery schedule, or both, as applicable, and incorporate such changes in writing as a revision to the Order, which revision shall be deemed accepted in accordance with Section 2 (Scope) above. No increase in price or delay in delivery will be allowed unless Vendor asserts such a claim in writing within ten (10) days from the date UHS notifies Vendor of such change, which notice shall include reasonable supporting data. Nothing contained in this Section shall relieve or excuse Vendor from proceeding without delay in performing the Order as changed.
  - (b) **By Vendor.** In order to be valid and binding upon UHS, any change, waiver, or amendment to an Order made, asserted or requested by Vendor must be authorized in writing and signed by an authorized representative of UHS’ Enterprise Sourcing & Procurement Department.
4. **Price.** Vendor shall furnish the products and services called for by the Order at the price(s) stated in the Order subject to adjustment per Section 3 (Changes) of these Terms. If this Order is placed on an open price basis, and in absence of subsequent agreement, the price(s) to UHS shall not be higher than Vendor’s lowest prevailing price for the same or substantially similar products or services of comparable quantity in effect on the date of the Order.
5. **Quantity.** The quantity of products Vendor delivers must match the quantities indicated on the face of the Order, as may be adjusted by UHS per Section 3 (Changes) of these Terms.
6. **Packing and Delivery.** TIME IS OF THE ESSENCE FOR ALL ORDERS. Vendor shall ship and deliver products and render services hereunder on the date or dates specified in the Order, unless UHS gives Vendor prior written approval of any change in such date or dates. If Vendor’s deliveries fail to meet the schedules specified in the

Order and UHS requests express shipments, partial shipments, or both, Vendor will assume all excess shipping charges. Unless otherwise specified in the Order, Vendor shall, as between Vendor and UHS, be solely responsible for all shipping and insurance costs, including without limitation, packing, boxing, crating, cartage, and freight costs. Loss of or damage to any products or deliverables shall be borne by Vendor prior to acceptance by UHS. Each package of products shipped must contain a memorandum showing the shipper's name, contents of package and the Order.

- 7. Shipping.** Vendor will be responsible for shipping products in the most economical manner unless other instructions are provided by UHS. Unless UHS instructs otherwise, Vendor will ship all Orders for products F.O.B. Destination, Freight Prepaid and allowed to UHS' facility(ies) designated in the Order. Vendor will honor all UHS routing instructions. Instructions may be: (a) indicated on the Order; (b) on file with Vendor; or (c) communicated verbally by UHS. C.O.D shipments are prohibited.
- 8. Inspection.** UHS may return non-conforming products at Vendor's expense. All products and services ordered will be subject to final inspection and acceptance by UHS after delivery, notwithstanding prior payment, it being expressly agreed that payment shall not constitute final acceptance. UHS may reject any products or services which contain defective material or workmanship or otherwise do not conform to the Order, applicable drawings, specifications or samples.
- 9. Assignment.** Vendor may not assign either its rights or obligations under the Order without the prior written consent of UHS, and any assignment in violation of this provision shall be null and void.
- 10. UHS' Property.** All materials (e.g. raw stock, components, etc.), special tools and equipment furnished by UHS to Vendor in connection with this Order shall remain UHS' property. In addition, all special tools and equipment either (a) identified as a reimbursable item in the Order, or (b) specifically acquired by Vendor for performance of the Order with the cost being amortized or otherwise recovered in the price of the products, shall, upon UHS' payment, become UHS' property. Vendor shall: (i) use UHS' property only in filling orders for UHS; (ii) keep UHS' property segregated and clearly marked as UHS' property; (iii) maintain UHS' property in good condition, normal wear and tear excepted; and (iv) surrender UHS' property to UHS upon demand. While UHS' property of whatever kind is in Vendor's possession or control, Vendor shall be responsible for all loss or damage.
- 11. Taxes.** UHS shall pay all applicable state, local, and federal taxes exclusive of taxes based on the net income of Vendor. No taxes shall be added when an exemption is indicated on the face of the Order.
- 12. Invoices.** Vendor shall issue individual invoices against the Order. If applicable, Vendor shall identify freight, taxes and other charges separately on each invoice. Vendor shall ensure that all invoices reference UHS' Order number. Unless otherwise specified in the face of the Order, payment terms will be net forty (40) days from the date of receipt of an acceptable invoice. UHS shall have no obligation to pay any amount prior to UHS' receipt of a correct and proper invoice for such amount prepared in accordance with these Terms and the Order.
- 13. Termination.** UHS may, upon written notice to Vendor, terminate an Order, or any part thereof, for any or no reason, for UHS' convenience. Upon notice of termination, Vendor shall immediately cease work on the terminated portion of the Order and cause its suppliers, subcontractors, or both to immediately cease work in connection with the terminated portion of the Order. UHS shall pay Vendor: (a) for products and services accepted as of the date of termination; and (b) subject to Section 17 (Limitation of Liability) of these Terms, for Vendor's actual, reasonable and documented out-of-pocket costs incurred directly as a result of such termination.

- 14. Indemnification.** Vendor shall defend, indemnify and hold harmless UHS and its Affiliates, directors, officers, employees, customers, and agents (collectively, the "Indemnitees") from and against any and all claims, damages, liabilities, losses, suits, fees, judgments, costs and expenses (collectively, "Claims"), including attorneys' fees incurred in response thereto, that the Indemnitees may suffer or incur arising out of: (a) Vendor's breach of warranty or damages due to Vendor's negligence or willful misconduct; (b) any allegation that any provision of products or services, or UHS' use thereof, constitutes an infringement, contributory infringement or violation of any third party intellectual property right; (c) any breach by Vendor of its: (i) confidentiality obligations; (ii) obligations to comply with laws; or (iii) obligation to pay any related costs or expenses owed in respect of any personnel or contractors of Vendor; (iv) any personal injury (including death) or damage to property resulting from Vendor's acts or omissions; and (v) Vendor's introduction a "computer virus", or other malicious contaminant into UHS' environment. The Indemnitees will promptly notify Vendor of any Claim and Vendor will defend the Indemnitees at the Indemnitees' request. Vendor may settle, at its sole expense, any Claim for which Vendor is responsible provided that such settlement shall not impose any additional liability or obligation on UHS and shall contain an unconditional and full release of liability favoring the Indemnitees. UHS reserves the right to participate in the defense and/or settlement of any Claim. Vendor shall pay all damages awarded against Indemnitees for which Vendor is responsible. If UHS is unable to use a product or service because of a Claim that such use infringes a third party intellectual property right, Vendor shall, at its own expense: (a) procure for UHS the right to continue using such products or services; (b) substitute other products or services of like capability; or (c), replace or modify such products or services so that they become non-infringing while retaining like capability. In the event of the impossibility of the foregoing options, Vendor shall refund of all fees paid by UHS for such products or services.
- 15. Warranties.** These Terms incorporate by reference all implied and express warranties available under the Uniform Commercial Code ("UCC"). Such warranties shall remain in effect, as to the products, services, or both furnished, serviced, repaired or any combination thereof, under the Order for a period of time consistent with the warranty life normally offered by Vendor. Vendor agrees to pass through all available warranties from other manufacturers.
- 16. Damages.** Without limiting UHS' rights and remedies at law or in equity, UHS reserves the right to charge Vendor for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Vendor's failure to deliver conforming products or services or other breach of the Order, including without limitation, special, indirect, incidental, or consequential damages, and expenses and re-procurement charges incurred in connection with UHS' purchase of substitute products, services, or both, which remedies shall be cumulative.
- 17. Limitation of UHS' Liability.** UHS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS FOR ANY ANTICIPATED OR LOST PROFITS OR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO PRODUCTS, SERVICES, AN ORDER OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UNDER WHICH DAMAGES ARE SOUGHT EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 13 (TERMINATION) OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, UHS' LIABILITY FOR ANY CLAIM ARISING DIRECTLY OR INDIRECTLY UNDER OR IN CONNECTION WITH THE ORDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES SET FORTH ON THE FACE OF THE APPLICABLE ORDER GIVING RISE TO THE CLAIM. UHS SHALL HAVE NO LIABILITY FOR PENALTIES, LATE FEES OR INTEREST OF ANYKIND.
- 18. Compliance with Applicable Laws.** Vendor hereby certifies that all products and services to be furnished under the Order will be manufactured and provided by Vendor in compliance with all applicable federal, state, county and local laws, executive orders, rules, ordinances, codes and regulations (collectively "Laws").
- 19. Confidential Information.** Vendor agrees to treat as confidential all of UHS' confidential or proprietary information it may become aware of, including but not limited to, specifications, drawings, business,

financial, UHS or other technical data, supplied by UHS in connection with the Order. Vendor shall not copy any such information without UHS' prior written approval, shall not disclose this information to any other person, shall not use the information for any purpose other than its performance under the Order, and shall return all information to UHS on completion or termination of the Order. Any information disclosed by Vendor to UHS in connection with the Order shall not be deemed to be confidential or proprietary information unless agreed to in writing by UHS.

- 20. Code of Conduct.** Vendor agrees to comply with the Supplier Code of Conduct, which may be found at <https://www.unitedhealthgroup.com/suppliers/supplier-policies.html>.
- 21. Anti-Corruption.** Vendor shall refrain from engaging in any form of corruption or illegal or unethical act to obtain and maintain UHS business. Vendor shall not engage in or tolerate any kind of bribery and shall not promise, offer, provide, or authorize anything of value, including without limitations payments, gifts, travel, meals, entertainment, political contributions and contributions of any kind of nature, such as donations and sponsorships or favors, to any Government Official to improperly influence any act or decision-making in violation of law. A Government Official includes any government officer or employee at any level (international, national, state, or local), a Government Official's family members, employees of any government-owned enterprise, political parties, party officials and any candidate for political office. Vendor shall not request, authorize or tolerate any kind of bribery or any other kind of illegal or unethical action from others for UHS, in UHS' name, on UHS' behalf or any other way related to Vendor's business activities with UHS or on UHS' behalf. Vendor shall not make or authorize, directly or indirectly through others, facilitation payments to Government Officials while conducting business activities with UHS or on UHS' behalf. While supporting UHS business, Vendor shall not provide Business Courtesies to Government Officials unless previously and expressly authorized a UHS Compliance Representative. Business Courtesies include, without limitations, gifts, entertainment, travel and meals. In those rare situations where Vendor must provide gifts, entertainment or something of value to Government Officials on UHS' behalf, Vendor must seek prior written consent from UHS' Compliance Office and record the transactions accurately on Vendor's invoices to UHS so that the purpose and amount associated with each transaction is clear. Vendor must not make false, misleading or incomplete entries. This requirement applies to all transactions and expenses, where or not they are material from an accounting perspective.
- 22. Insurance.** Vendor shall maintain such Public Liability, Property Damage, Employer's Liability and Workers' Compensation insurance as will protect Vendor and UHS from such risk and from claim under applicable Workers' Compensation statutes. Vendor shall provide UHS with certificates of insurance upon request.
- 23. Use of Name and Publicity.** In accordance with the UnitedHealth Group, Inc. Non-Endorsement Policy, Vendor will not have any right to use the names, logos, trademarks, trade names, or other marks of UHS or any of its Affiliates (collectively, the "UHS Marks") including, but not limited to, in connection with any advertising, sales promotions, press releases and other publicity matters.
- 24. Equal Opportunity.** This contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.
- 25. Accessibility.** Vendor hereby certifies that the products and services to be furnished under this Order comply with all accessibility and non-discrimination laws, regulations, and administrative guidance applicable to the parties. To the extent applicable, Vendor agrees that all websites and mobile apps, including the content provided therein, accessed by individuals pursuant to this Order, will be built and maintained in accordance with the W3C's Web Content Accessibility Guidelines (WCAG) 2.1 AA

standard.

- 26. Vendor Audit.** Notwithstanding anything to the contrary, Vendor waives any claim of right to demand any audit (or similar act) that would permit Vendor or its designees to enter into or observe the operation of any of UHS information technology systems (including information technology systems owned or operated by UHS or controlled by UHS via a cloud data services provider). With regard to rights to use or access Vendor's software product, during the term of any subscription period or software maintenance period and one year thereafter, Vendor may request, and UHS shall reasonably provide, a self audit report of UHS's use and availability of Vendor's software products and certify by an authorized officer of UHS that its software usage is compliant with the terms and conditions of the relevant order(s).
- 27. No Auto-Renewal.** Notwithstanding anything to the contrary, any terms and conditions stated or referenced in any Order, Vendor quotation, or any other documents regarding this purchase that purport to cause the order to renew automatically are void and of no effect.
- 28. Miscellaneous.** The Order and these Terms shall be construed in accordance with, and governed by, the laws of the State of Minnesota without regard to its conflicts of law principles and excluding the Uniform Computer Information Transactions Act (UCITA) as enacted amended or modified by the various states. If any provision of the Order or these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Order and these Terms shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly. No waiver or failure by UHS to exercise any option, right, or privilege under the terms of the Order or these Terms on any occasion shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion. UHS and Vendor acknowledge that they are each independent parties and neither shall be deemed an agent or representative of the other or have authority to bind the other. UHS and Vendor agree that issuance of the Order in electronic form shall be binding to the same extent as a written original signature and shall constitute an "original" document when printed from electronic files or records maintained in the normal course of business. The Order and these Terms constitutes the entire agreement between UHS and Vendor with respect to the products and services described in the Order.