

Title: Terms and Conditions

Attachment B: Abbott Laboratories Services Terms and Conditions

These Service Purchase Order Terms and Conditions shall apply to each transaction in which Abbott is the purchaser hereunder.

1. "Abbott" means Abbott Laboratories or any specified subsidiary of Abbott Laboratories. Abbott Laboratories reserves the right to extend the terms of this Purchase Order to any of its subsidiaries. "Supplier" means the entity or person providing services to Abbott under the terms hereof. Terms and conditions contained in any Abbott purchase form used in conjunction with this Purchase Order, including but not limited to any Statement of Work ("SOW"), are incorporated herein by reference; provided, however, that in the event of a conflict between the terms of any such Abbott purchase form and the terms of this Purchase Order, the terms of this Purchase Order shall control, unless the purchase form expressly acknowledges the conflict and states that the conflicting terms contained therein control.
2. Supplier shall provide the services and deliverables as set forth herein and in any SOW (the "Services"). Abbott is issuing this Purchase Order in consideration of and in reliance upon the talent, skill, expertise and experience of Supplier in providing the Services required hereunder. All Services (including the deliverables) are subject to acceptance by Abbott notwithstanding prior payment. Non-accepted deliverables will be re-provided until accepted. In providing the Services, Supplier shall comply with all applicable federal, state and local laws, regulations, guidelines and rules governing federal and state healthcare programs, including, but not limited to, the Medicare/Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, and similar state laws, and with Abbott's policies while on its premises.
3. In consideration for Supplier's provision of the Services, Abbott shall pay Supplier the amount set forth herein or in an SOW. Abbott shall reimburse Supplier for all Abbott pre-approved, reasonable and necessary out-of-pocket expenses incurred by Supplier in providing the Services and evidenced by appropriate receipts, including costs of travel (coach class if by air, consistent with Abbott's travel policy), food and lodging. In the event of premature termination of this Purchase Order, Abbott shall pay Supplier for Services provided on a prorated basis and for all pre-approved reasonable, non-transferable, non-cancelable out-of-pocket expenses incurred by Supplier through the date of termination. Each payment shall be made by Abbott as specified in the SOW upon Abbott's receipt of an undisputed invoice.
4. Unless otherwise specified in an SOW, this Purchase Order shall be effective upon issuance and continue for a period of one (1) year. Abbott may terminate this Purchase Order immediately without cause upon giving Supplier thirty (30) days prior written notice. Either party may terminate this Purchase Order immediately upon the breach by the other party of a material provision of this Purchase Order that remains uncured thirty (30) days following receipt of notice of such breach, or in the event of termination of the requirements by the U.S. Food and Drug Administration or any other governmental or regulatory authority. Termination or expiration of this Purchase Order shall not affect any rights or obligations which have accrued prior thereto or in connection therewith.

Abbott – Global Purchasing Services

Title: Terms and Conditions

5. During the term of this Purchase Order and for a period of five (5) years thereafter, Supplier shall not disclose or use any of Abbott's Confidential Information except as permitted in this Purchase Order or in writing by Abbott. Confidential Information shall include all information, data and materials concerning Abbott and the Services (including the deliverables) disclosed to Supplier by or on behalf of Abbott, or developed as a result of Supplier's provision of the Services (including the deliverables), except any portion thereof which: (a) is known to Supplier on a non-confidential basis before receipt thereof under this Purchase Order, as evidenced by Supplier's written records; (b) is disclosed to Supplier after issuance of this Purchase Order by a third party having a right to make such disclosure in a non-confidential manner; or (c) is or becomes part of the public domain through no fault of Supplier. Upon the earlier of completion of the Services or termination or expiration of this Purchase Order, Supplier shall return to Abbott all Confidential Information provided to Supplier by Abbott, or developed by Supplier as a result of the Services (including the deliverables), as requested by Abbott. Nothing in this Purchase Order shall be construed to restrict Supplier from disclosing Confidential Information as required by law or court order or other governmental order, provided in each case Supplier shall timely inform Abbott and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, Supplier shall permit Abbott to attempt to limit such disclosure by appropriate legal means.
6. All reports, communications, material, information, deliverables, or discoveries reduced to practice, made or developed by Supplier in connection with Supplier's provision of the Services shall be promptly disclosed to and be the sole property of Abbott, and Supplier hereby assign to Abbott all right, title and interest therein without any obligation on Abbott to pay royalties or other remuneration therefore. To the extent the foregoing is copyrightable, it shall be deemed a Work Made for Hire under the Copyright Act of 1976 and shall become and remain the sole property of Abbott, or if not Supplier agrees to assign and does hereby assign such material to Abbott. Notwithstanding the foregoing, Abbott shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by Supplier or its licensors prior to Supplier's provision of Services under this Purchase Order (all of the foregoing, "Pre-existing Intellectual Property"). Supplier hereby grants to Abbott a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Abbott to make use of Supplier's Services (including the deliverables) hereunder.
7. Supplier shall not present or publish, nor submit for publication, any deliverables or other materials resulting from the Services without Abbott's prior written approval. Neither party shall use the other party's name in any publicity, advertising or announcement, nor disclose the existence or terms of this Purchase Order or any SOW or the relationship created thereby, without the other party's prior written approval.
8. Each party represents and warrants that (a) neither this Purchase Order nor any payment hereunder, is in exchange for any explicit or implicit agreement or understanding that Supplier prescribe, recommend, use or purchase any products of Abbott or otherwise arrange therefore, and (b) the total payment for the Services represents the fair market value for the Services and deliverables and has not been determined in any manner that takes into account the volume or value of any referrals or business between Supplier and Abbott. Supplier represents and warrants that the terms of this Purchase Order are not inconsistent with any other contractual or legal obligations Supplier may have or with the policies of any institution with which Supplier is associated, and that the Services and deliverables provided hereunder meet the standards of Supplier's profession and are performed in a professional, timely, efficient and workmanlike manner. Supplier warrants and represents that all personnel, employees, agents, consultants and independent contractors providing Services and deliverables under this Purchase Order shall comply with the terms and conditions of this Purchase Order, including but not limited to the Confidential Information section set forth above. Supplier warrants that the prices set forth herein are as low as any net price now given by Supplier to any other customer for like services and deliverables and agrees that the prices set forth herein shall not be changed during the term of this Purchase Order. Supplier warrants that the Services (including the deliverables) provided hereunder do not infringe on any U.S. or foreign patent, trademark, copyright or other intellectual property or proprietary right of any third party. Supplier agrees to indemnify and hold harmless Abbott and its affiliates and their respective employees, directors, officers and agents against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorneys' fees and court costs) resulting from any claim or proceeding (a) alleging such infringement, provided Abbott gives Supplier notice thereof and permits Supplier, if it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings, or (b) arising as a result of the Supplier's

Abbott – Global Purchasing Services

Title: Terms and Conditions

negligence, recklessness, willful misconduct or material breach of this Purchase Order. In the event an infringement claim arises, Supplier, at its option, shall modify the applicable deliverables so they become non-infringing, replace the deliverables with non-infringing equivalents, obtain for Abbott the right to use the deliverables at Supplier's expense, or remove the infringing deliverables and refund to Abbott all fees paid for such deliverables.

9. Supplier's status under this Purchase Order is that of an independent contractor. Supplier shall not be deemed an employee, agent, partner or joint venture of Abbott for any purpose whatsoever, and Supplier shall have no authority to bind or act on behalf of Abbott.
10. Supplier shall, at its own cost and expense, obtain and thereafter maintain in full force and effect during the term of this Purchase Order the following insurance: (a) Worker's Compensation and Occupational Disease Insurance with statutory limits and Employer's Liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) per occurrence, (b) Automobile Liability Insurance with a single limit of liability per occurrence of Two Million Dollars (\$2,000,000) covering all owned, non-owned and hired vehicles, and (c) General Liability Insurance including Professional Liability Insurance with a minimum of Two Million Dollars (\$2,000,000) per occurrence. Abbott and its subsidiaries shall be named as additionally insured under this coverage.
11. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflicts of laws provisions. This Purchase Order contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements with respect thereto; provided, that if the parties have entered into a separate negotiated agreement that is in effect at the time of this Purchase Order, this Purchase Order only supercedes the terms of that agreement to the extent the terms of this Purchase Order are not addressed in that agreement. This Purchase Order may be modified only by written agreement signed by the parties. Supplier may not assign this Purchase Order or any interest herein, or delegate or subcontract any duty hereunder, to any third party without Abbott's prior written consent (which is in its sole discretion to grant or withhold).
12. ANY OTHER STATEMENT, NOTICE OR AGREEMENT TO THE CONTRARY NOTWITHSTANDING, ANY WRITTEN ACKNOWLEDGEMENT OF THIS PURCHASE ORDER OR THE FURNISHING OF ANY SERVICES PURSUANT TO THIS PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE BY SUPPLIER OF EACH AND ALL OF THE EXPRESSED TERMS AND CONDITIONS STATED HEREIN AND ON THE FACE HEREOF. IF ANY OR ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE NOT ACCEPTABLE, THE SUPPLIER SHALL ADVISE ABBOTT IN WRITING UPON RECEIPT OF THIS PURCHASE ORDER AND SHALL WITHHOLD SERVICES UNTIL A SEPARATE AGREEMENT IS ENTERED INTO BY SUPPLIER AND ABBOTT.
13. Debarment. Supplier represents and warrants that neither it, nor any of its affiliates, agents, subcontractors or employees (including investigators and sub-investigators, as applicable) performing services under this Agreement are or have within the past 5 years been (a) Debarred, Disqualified, or Excluded, (b) proposed to be so restricted by any government agency, or (c) convicted of an offense or had a civil judgment rendered from which they may be so restricted. "Debarred, Disqualified, or Excluded" means prohibited, suspended, or otherwise limited or deemed ineligible under any applicable law or regulation from (i) providing services to the holder of an FDA-approved or pending drug application, (ii) participating in clinical research, (iii) participating in or furnishing goods or services for any government program, or (iv) participating in any government procurement or non-procurement program. Supplier will notify Abbott immediately of any breach of this warranty or if it learns of any investigation or proceeding that could result in any such restrictions. Upon receipt of notice Abbott may elect to immediately terminate this Agreement.
14. Continuing Guarantee. All Supplier Recalls and Change Notifications must be sent to the Abbott Purchasing Contact.
15. Sunshine Act. Supplier hereby represents and warrants that it shall not make any payments or other form of compensation or provide any benefit to any Physician or Teaching Hospital as defined by the Sunshine Act. The Sunshine Act means the Patient Protection and Affordable Care Act of 2010 (as amended), including but not limited to Section 6002 thereof which

Abbott – Global Purchasing Services

Title: Terms and Conditions

added Section 1128G to the Social Security Act of 1935 (as amended) and all applicable final rules and regulations promulgated thereunder and Abbott policies related thereto.

16. Equal Opportunity. Federal Contractor Requirements. This order/contract is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this order/contract by reference, as applicable. **In addition, this order/contract is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities.**