

UNM Medical Group, Inc. (“UNMMG”)

**STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES
(PURCHASE ORDERS)**

1. **AGREEMENT:** UNMMG’s purchase order, the following terms and conditions, and any other document executed by an authorized representative of the Parties (“Agreement”) comprise the entire agreement between UNMMG and Contracting Party with respect to the goods and/or services described in the purchase order. The Agreement shall be deemed accepted by Contracting Party on the earlier of (a) shipment of goods or rendering of services ordered, in total or in part, or (b) within 15 days of issuance of the purchase order by UNMMG, absent written notification to UNMMG of non-acceptance. Notwithstanding anything in the Agreement to the contrary, if there is any conflict between the provisions of the Agreement and those in any other document, including Contracting Party’s invoice or terms and conditions, these terms and conditions will control and supersede all additional or conflicting provisions, and Contracting Party hereby waives any claim to the contrary. Any terms inconsistent with or in addition to the Agreement proposed by Contracting Party are deemed rejected unless agreed to in writing by an authorized representative of UNMMG.

2. **CHANGES:** UNMMG may make changes to these Standard Terms and Conditions for Goods and Services from time to time. When these changes are made, UNMMG will post the updated terms to the UNMMG Purchasing Department website, together with the date such terms are effective. Contracting Party acknowledges and agrees that, in providing goods and/or services after the effective date, UNMMG will treat the provision of goods and/or services as Contracting Party’s acceptance of the updated terms. In addition, UNMMG may make changes to the purchase order within its general scope by giving notice to Contracting Party and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Agreement, an appropriate equitable adjustment shall be made. No change to the Agreement by Contracting Party shall be recognized without prior written approval of UNMMG. Any claim of Contracting Party for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Contracting Party of notification of such change. Nothing in this Paragraph shall excuse Contracting Party from proceeding with the performance of the purchase order as changed hereunder.

3. **ACCEPTANCE AND REJECTION:** If any goods or services are found to be defective or not as specified, or if UNMMG is entitled to revoke acceptance, UNMMG may reject or revoke acceptance, require Contracting Party to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at UNMMG’s option. Contracting Party shall reimburse UNMMG for all incidental and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Contracting Party shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

4. **TITLE, DELIVERY, AND RISK OF LOSS:** Unless the Agreement states otherwise, Contracting Party shall deliver the goods Free on Board (“FOB”) Destination, with the destination being UNMMG’s shipping address contained in the purchase order. Title to the goods described in the purchase order shall pass to UNMMG upon UNMMG’s inspection and acceptance of such goods at the destination specified herein, subject to the right of UNMMG to reject. All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party’s exclusive risk until final and complete acceptance of the work by UNMMG. In the case of any loss or damage to the goods prior to UNMMG’s acceptance, such loss or damage will be Contracting Party’s exclusive liability. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, fees, custom charges and duties in connection with shipment of goods. For any exception to the delivery date specified in the Agreement, Contracting Party shall give prior written notification and obtain approval thereto from UNMMG’s Purchasing Department. Time is of the essence and UNMMG reserves the right to extend the delivery date if Contracting Party’s reasons are acceptable, or to cancel the order and purchase the goods and services elsewhere. No substitutions or cancellations are permitted without the prior written approval of UNMMG’s Purchasing Department. All goods described in the purchase order shall be new and unused, in first class condition, and shall be in containers suitable for shipment and storage, unless otherwise specified in the Agreement. “New” shall not be construed as excluding recycled or remanufactured products. Failure to meet specifications places the Contracting Party in default of the Agreement and authorizes UNMMG to reject the goods, purchase the goods and/or services elsewhere, and charge the full increase in cost and handling to the defaulting Contracting Party.

5. ASSIGNMENT AND SUBCONTRACTORS: Contracting Party shall not assign any of its rights or responsibilities, or delegate any of its performance under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of UNMMG. Any purported assignment of rights or responsibilities, or delegation of performance, in violation of this Paragraph is null and void. In the event UNMMG consents to an assignment or delegation of performance of the Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, or agent agrees to and complies with all provisions of the Agreement. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the goods and/or services set forth in the Agreement.

6. CONFLICT OF INTEREST: In accordance with the UNMMG Conflicts of Interest policy, Contracting Party shall, in advance of proposing business transactions with UNMMG, disclose in writing to the UNMMG Purchasing Department the name(s) of any UNMMG employee or member of its Board of Directors who has a direct or indirect financial interest in the Contracting Party or in transaction proposed in the Agreement. A UNMMG employee (or Director) has a direct or indirect financial interest in the Contracting Party or in the proposed transaction if the employee/Director or a close relative has an ownership interest in the Contracting Party (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Contracting Party; is a partner, officer, director, trustee or consultant to the Contracting Party; has received travel, honoraria, expenses, or other similar support from the Contracting Party; or has a right to receive royalties from the Contracting Party.

7. ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS: Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the goods or services supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in Federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

8. NONDISCRIMINATION: In accepting this Agreement, Contracting Party certifies that it will not discriminate against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, veteran status or any other basis prohibited by applicable law.

9. GOVERNING LAW: This Agreement and all disputes arising hereunder shall be governed by the laws of the State of New Mexico, without regard to its conflict of law provisions.

10. CHANGES IN LAW: The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law(s), shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s).

11. OTHER APPLICABLE LAWS: Any provision required to be included in an agreement of this type by any applicable and valid executive order, Federal, state or local law, ordinance, rule or regulation ("Applicable Laws") shall be deemed to be incorporated herein and Contracting Party hereby agrees to comply with all such Applicable Laws.

12. INSURANCE: Contracting Party agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the provision of goods and/or services by Contracting Party or its subcontractors under this Agreement, and will maintain workers' compensation coverage covering all employees performing under this Agreement on premises occupied by or under the control of UNMMG. No workers compensation insurance has been

or will be obtained by UNMMG on account of Contracting Party or its employees or agents. Contracting Party shall comply with applicable workers compensation laws with respect to Contracting Party's employees, subcontractors, and agents.

13. **LIABILITY:** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of UNMMG will be subject in all cases to the immunities and limitations of the New Mexico University Research Park and Economic Development Act, Sections 21-28-1 *et seq.* NMSA 1978, as amended, and the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

14. **INDEMNIFICATION:** CONTRACTING PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNMMG AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, LOSSES, CLAIMS, DEMANDS, DAMAGES, FINES, FEES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEYS' FEES) THAT ARISE OUT OF OR RELATE TO CONTRACTING PARTY'S BREACH OF THE AGREEMENT, THE GOODS DESCRIBED IN THE AGREEMENT, THE PROVISION OF SERVICES DESCRIBED IN THE AGREEMENT, OR ANY ACT OR OMISSION BY CONTRACTING PARTY OR ITS AGENTS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, OR CONSULTANTS. CONTRACTING PARTY WILL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNMMG AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL PRODUCT LIABILITY CLAIMS, DEMANDS, LIABILITIES, LOSSES, JUDGMENTS, OR EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEYS' FEES) THAT ARISE OUT OF OR RELATE TO THE MANUFACTURE, USE, OR SALE OF THE GOODS DESCRIBED IN THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTUAL OR ALLEGED INJURY, DAMAGE, DEATH, OR OTHER CONSEQUENCE OCCURRING TO ANY PERSON AS A RESULT, DIRECTLY OR INDIRECTLY, OF THE POSSESSION, USE, OR CONSUMPTION OF ANY GOODS DESCRIBED IN THE AGREEMENT, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY, NEGLIGENCE, PRODUCT DEFECT OR OTHERWISE, AND REGARDLESS OF THE FORM IN WHICH ANY SUCH CLAIM IS MADE.

15. **PATENT AND COPYRIGHT INDEMNITY:** TO THE EXTENT UNMMG IS RECEIVING A LICENSE TO USE INTELLECTUAL PROPERTY FROM CONTRACTING PARTY, CONTRACTING PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNMMG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, LAWSUITS, CLAIMS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEYS' FEES), COSTS, AND JUDGMENTS INCURRED THROUGH THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT(S). Contracting Party represents and warrants that any and all intellectual property licensed to UNMMG under the Agreement does not infringe the intellectual property rights of any third party.

16. **CLICK THROUGH LICENSE:** Contracting Party may enter into terms of use agreements, terms of service agreements, software-as-a-service ("SaaS") agreements, end user license agreements ("EULAs"), shrink-wrap provisions, click-through agreements, or other agreements or understandings with users of a site or software who are not UNMMG's employees. UNMMG shall not be liable for the actions of the users of any application, site, software, or service other than UNMMG's employees to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of service agreements, SaaS agreements, EULAs, shrink-wrap provisions, click-through agreements, or other agreements or understandings, whether verbal or in writing, with UNMMG's employees, such as by requiring the employee to click an on-screen indicator indicating "I accept" before allowing the user to access the application, site, software, or service, such agreements shall be null, void, and without effect, and the terms of this Agreement shall govern. Contracting Party acknowledges and agrees that only certain UNMMG employees and officers have the authority to bind UNMMG in contract. UNMMG will not be bound by any other terms and conditions set forth in any documents, agreements, or policies posted on Contracting Party's website unless such terms and conditions are set forth in this Agreement or otherwise agreed to in writing by an authorized representative of UNMMG. Contracting Party may not unilaterally change any term or condition of this Agreement.

17. **RELATIONSHIP OF PARTIES:** Neither Contracting Party nor any of its agents, employees, affiliates, subcontractors, or consultants shall be treated as an employee of UNMMG for any purpose whatsoever. Contracting

Party, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of UNMMG as a result of this Agreement. Contracting Party declares that Contracting Party is engaged in an independent business and has complied with all Federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the terms of this Agreement. Contracting Party further certifies that it is engaged in the same or similar activities for other clients and that UNMMG is not Contracting Party's sole or only client or customer. Contracting Party shall have complete charge and responsibility for persons employed by Contracting Party and engaged in the performance of the specified work. Contracting Party shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as otherwise provided in the Agreement.

18. PAYROLL OR EMPLOYMENT TAXES: No Federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by UNMMG with respect to payments to Contracting Party or on behalf of Contracting Party its agents or employees. Contracting Party shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, Federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Contracting Party is not a corporation, Contracting Party further understands that Contracting Party may be liable for self-employment (social security) tax, to be paid by Contracting Party according to applicable law.

19. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY: If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party represents, warrants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of New Mexico, that it has all necessary power and has received all necessary approvals to accept this Agreement, and the individual executing the Agreement (if applicable) on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party. Contracting Party warrants the goods and/or services furnished to be exactly as specified in the Agreement, free from defects in Contracting Party's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contracting Party. All applicable UCC warranties, both express and implied, are incorporated herein.

20. TRAVEL EXPENSES: Unless specifically stated otherwise, UNMMG shall only be responsible for reimbursing Contracting Party for reasonable travel expenses that have received UNMMG's prior written approval before incurrence.

21. INSPECTION: UNMMG may inspect, at any reasonable time, any part of Contracting Party's facility, place of business, or records, which are related to performance of this Agreement. Initial inspection of the goods and/or services described in the purchase order will be made upon completion of delivery of the goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the specifications, and UNMMG reserves the right to reject until final acceptance has been issued.

22. PAYMENT TERMS: Invoices must include, at a minimum, the purchase order number, remittance address, and charges only for items shipped or services delivered. Contracting Party's name on the purchase order and invoice must match. Terms of payment are net thirty (30) days following date of receipt of invoice, payable in U.S. currency to Contracting Party; provided that UNMMG may delay or withhold payment in the event (1) goods or services are non-conforming, defective, or not as specified; (2) goods or services are not accepted, or if acceptance is revoked, by UNMMG; (3) of an inaccuracy in the invoice; or (4) UNMMG disputes the invoice.

23. DISCOUNTS: If prompt payment discounts apply to this Agreement, any discount time will not begin until the goods or services have been received and accepted and a correct invoice received by UNMMG. In the event testing is required prior to acceptance; the discount time shall begin upon the completion of the tests.

24. TAX EXEMPT: UNMMG is exempt from Federal Excise Tax and State Sales Tax for purchases of tangible personal property described in this Agreement, purchased from the Contracting Party. UNMMG will provide certification of its tax exemption upon request.

25. **TERMINATION AND DELAYS:** UNMMG may terminate this Agreement for convenience, in whole or in part, at any time upon providing ten (10) calendar days written notice to Contracting Party. UNMMG will only be liable for payment for non-cancellable goods and/or services accepted prior to the effective date of such termination. UNMMG shall not be liable for incidental or consequential damages in its exercise of its right to terminate for convenience. Further, UNMMG may, by written notice stating the effective date, terminate the Agreement in whole or in part for Contracting Party's default if Contracting Party refuses or fails to comply with the provisions of the Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, UNMMG may otherwise secure the goods and/or services ordered, and Contracting Party shall be liable for damages suffered by UNMMG thereby, including incidental and consequential damages. If, after notice of termination, UNMMG determines Contracting Party was not in default, or if Contracting Party's default is due to failure of UNMMG, termination shall be deemed for the convenience of UNMMG. The rights and remedies of UNMMG provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. As used in this Paragraph, the term "Contracting Party" includes Contracting Party and its sub-suppliers, subcontractors, affiliates, and/or vendors at any tier.

26. **SEVERABILITY:** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

27. **HEADINGS:** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.

28. **WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

29. **PUBLICITY:** Contracting Party shall not use UNMMG's name, logo, service mark, trademark, or other likeness in any press release, marketing materials, or other public announcement without receiving UNMMG's prior written approval.

30. **CONFIDENTIALITY:** During the course of performance of this Agreement, Contracting Party may come in contact with confidential information of UNMMG. Contracting Party agrees, during the term of this Agreement and for a period of five (5) years thereafter, to treat as confidential the information or knowledge that becomes known to Contracting Party during performance hereunder and not to use, copy, or disclose such information to any third parties unless authorized in writing by UNMMG. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify UNMMG of any misuse or unauthorized disclosure of UNMMG's confidential information and upon termination of this Agreement shall destroy or return to UNMMG all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all UNMMG information security policies that may apply to the goods and/or services described in the purchase order.

31. **TITLE IX:** Where applicable, UNMMG and/or its affiliated entities adhere to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University of New Mexico's sexual misconduct policies and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University of New Mexico owned or controlled property, including institutions and entities with whom the University of New Mexico places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of doing business or being permitted on University owned or controlled property, all individuals, organizations, entities must agree to (1) Report immediately to the University of New Mexico's Title IX Coordinator any and all claims of sex discrimination or sexual misconduct; (2) cooperate with the University of New Mexico's Title IX investigation; and (3) cooperate fully with all sanctions that the University of New Mexico may impose against such individual, organization, entity, or vendor who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to the aforementioned Regulations and requirements, the University of New Mexico and UNMMG reserve the right to take appropriate action, including but not limited to immediate removal from campus and/or immediate termination of business or contractual relationships.