

PRODUCT PURCHASING AGREEMENT

This Product Purchasing Agreement (the "Agreement") is entered into effective as of the ___ day of [Month], [Year] (the "Effective Date") by and between Saint Luke's Health System, Inc. ("Saint Luke's"), a Kansas nonprofit corporation, on its behalf and on behalf of the Facilities (as defined below), and [Company Name] ("Company") a [entity type].

1. Facilities. Company acknowledges and agrees that this Agreement is entered into by Saint Luke's for its benefit and for the express, intended benefit of its subsidiaries, Affiliates and for such entities for which it performs contracting services (where Saint Luke's, via a written agreement has been granted or delegated contracting authority) ("Client Entity"). As used herein, an "Affiliate" means, with respect to a specified entity, an entity that directly or indirectly through one or more intermediaries, controls or is controlled by Saint Luke's or is under common control with Saint Luke's, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by membership, by contract interest or otherwise. Herein, each Saint Luke's subsidiary, Saint Luke's Affiliate and each Client Entity shall be a "Facility" and collectively the "Facilities". Company acknowledges and agrees each of the Facilities shall be and constitutes an intended third party beneficiary of the representations, warranties, covenants and agreements of the Company contained herein, and each of the Facilities shall be entitled to enforce the terms and provisions of this Agreement to the same extent as Saint Luke's. Company acknowledges that Saint Luke's and each Facility are separate legal entities; none of the obligations or liabilities of a Facility shall be treated as a joint obligation or liability of Saint Luke's or any other Facility. Company acknowledges and agrees that the Affiliate or Client Entity that places a Purchase Order (as hereinafter defined) shall be solely responsible to Company for payments associated with the Purchase Order and that each Affiliate and Client Entity is solely responsible for its compliance with all of the terms herein. Nothing contained herein shall be considered a guarantee of purchase by Saint Luke's or any Facility. Saint Luke's, when it is the party to a Purchase Order, shall have the right and ability to disseminate Products acquired hereunder to all subsidiaries. Herein all rights of Saint Luke's, and all warranties made by Company and all Company obligations hereunder, shall apply equally to each Facility that is the purchaser or recipient of Products hereunder.

2. Products; Pricing. Company shall sell and make available to Saint Luke's the products set forth on Exhibit A attached hereto and incorporated herein ("Products"). Exhibit A shall set forth the pricing for such Products, applicable rebates and/or discounts, performance metrics, and such other terms as may be agreed to by the parties. All prices set forth on Exhibit A are complete and shall remain firm for the Term.

3. Orders; Delivery; Tracking. Saint Luke's may place an order at any time for Products utilizing a purchase order ("Purchase Order"). Shipping terms are FOB Destination. "FOB Destination" shall mean that: (i) title and risk of loss to the Products shall not pass to Saint Luke's until the Product is delivered and signed for at the Saint Luke's designated shipping destination; and (ii) Company will be responsible for paying applicable freight charges to the commercial carrier. Company shall remain responsible for the condition of the Product in transit, insurance, and filing claims with the commercial carrier. Company shall deliver the Products in accordance with the terms of this Agreement and the Purchase Order to the attention of the individual and address identified on the Purchase Order. There shall be no minimum purchase requirements applicable to Saint Luke's. Any notes, instructions or directions included in the Purchase Order placed by Saint Luke's or a Facility which are specific to the order described therein shall be considered accepted and binding with respect to such order if the Purchase Order is accepted by Company and confirmation is received. If there is any conflict between the terms of the Purchase Order and the terms of this Agreement, the terms of this Agreement shall govern. Saint Luke's may cancel or alter a Purchase Order at any time before Company's shipment of the Products at no cost to Saint Luke's. Unless Saint Luke's specifies otherwise in a Purchase Order, all Products must be delivered to Saint Luke's no later than 7 business days after Company's receipt of the Purchase Order. With respect to all Products purchased hereunder, Company shall provide sales documentation reports ("Reports") in a mutually agreeable hard copy and electronic-Excel format, ("Sales Documentation Format"), within thirty (30) calendar days following the end of each calendar quarter for the Term of this Agreement and as may be reasonably requested by the Saint Luke's requestor. Company shall further report the following on the form/document requested by Saint Luke's: the Company's product tracking number and SKU, GLN, UPN, UNSPSC, and GTIN. Such Reports will include information on all Products purchased by each Facility individually and in the aggregate hereunder and all information reasonably requested by Saint Luke's. Company shall provide such Reports to the applicable Saint Luke's requestor.

3.1 Distributors. Saint Luke's shall have the option to acquire Products from and through Authorized Distributors, and Company shall make Products available to Saint Luke's through Authorized Distributors. "Authorized Distributor" shall mean the distribution entities/agents selected by Saint Luke's that Company has agreements with. Company agrees that, for each Authorized Distributor with whom Company has in place "contingency pricing agreements" (being arrangements pursuant to which the distributor works as an agent

for the sale of products at the negotiated prices), Company will make the Products available for purchase by Saint Luke's from such Authorized Distributors at the prices set forth herein. All Purchase Orders hereunder may be submitted by Saint Luke's by electronic order entry, telephone, mail, Internet or fax directly to any Authorized Distributor.

3.2 Notices. Company will promptly provide Saint Luke's with any and all information regarding any routine backorders of Products, Products changes, Products packaging changes, safety announcements, and clinical information regarding Products. Company shall immediately provide Saint Luke's with a copy of all communications from Company and/or the FDA advising of a recall, request for a recall, market withdrawal, safety alert, or a non-routine issue of Products availability. Company shall reimburse Saint Luke's for any costs actually incurred by Saint Luke's in complying with any recall.

4. Acceptance. Saint Luke's shall be allowed a reasonable period of time to inspect and test the Products and to notify Company of its rejection of any Products based on any of the following: (i) any nonconformance with the terms and conditions of the Purchase Order or this Agreement, (ii) shipping damage, and/or (iii) failure of the Products to comply with law or to meet the Products warranty, documentation and/or the quality or safety rules of Saint Luke's. Products rejected may be returned to Company at Company's risk and expense and Company shall refund the purchase price. Products not so rejected shall be deemed to be accepted. Company shall not assess or collect any fees, costs or expenses associated with or related to the return of any rejected Products by Saint Luke's.

5. Payment. Company shall invoice Saint Luke's (or the Client Entity or Affiliate if such is the ordering party) for Products set forth on a Purchase Order at the time of shipment or as otherwise mutually agreed upon. Saint Luke's (or the Client Entity or Affiliate if such is the ordering party) shall pay conforming and undisputed invoices for Products in full within sixty (60) days after the receipt of the invoice, except no invoices shall be paid unless the applicable Products are received by Saint Luke's (or the Client Entity or Affiliate if such is the ordering party) and are not rejected pursuant to Section 4 above. Saint Luke's represents that, unless otherwise indicated, Saint Luke's and the subsidiaries are tax-exempt entities under Sections 501(a) and 501(c)(3) of the Internal Revenue Code of the United States, as amended and under state law. Company agrees that the prices stated on Exhibit A will not, and the amounts to be invoiced will not, include any tax with respect to which exemption is available or indicated by Saint Luke's for it or otherwise, or any Federal Excise tax with respect to which Saint Luke's has furnished an applicable tax exemption determination letter.

6. Term and Termination. This Agreement commences on the Effective Date and continues for a period of [REDACTED] thereafter (the "Initial Term"). Thereafter, the term of this Agreement may be renewed for successive additional one-year terms upon mutual written agreement of the parties (each a "Renewal Term" and collectively with the Initial Term, the "Term"). Either party may terminate this Agreement any time upon sixty (60) days' prior written notice to the other party. Either party may terminate this Agreement for cause if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach. If this Agreement is terminated within the first twelve months of the Effective Date, and to the extent the Company is a Stark Entity (as hereinafter defined), the parties agree that they will not enter into another agreement for the Products contracted for herein for the period of one (1) year from the Effective Date of this Agreement.

7. Representations and Warranties. Company represents and warrants that (i) it is duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the power, authority and legal right to enter into this Agreement and to sell and deliver the Products contemplated hereunder, and that it has taken all necessary corporate action to authorize execution of this Agreement; (iii) all necessary consents, approvals and authorizations of governmental authorities and other persons required to be obtained related to the performance of this Agreement have been or will be obtained and all approvals will be in full force and effect during the Term; and (iv) the execution and delivery of this Agreement will not conflict with or violate any requirement of any applicable law or regulation and does not materially conflict with or constitute a material default under any contractual obligation enforceable against it.

Company warrants to Saint Luke's that the Products shall be processed, manufactured and labeled using first-class manufacturing practices, with all service levels being performed in a professional and workmanlike manner, in all respects in accordance with all applicable federal, state and local laws, rules, statutes and regulations and in a manner so as to ensure the safety of all persons and the preservation of property. Company warrants that it has and shall continue to have for the Term of this Agreement, good title to the Products delivered to Saint Luke's and without violating the property rights or interests of any third party inclusive of the intellectual property contained therein and that there is no actual or threatened suit by any third party based on an alleged violation of such right by Company. Company further warrants that each of the Products as delivered to and Accepted by Saint Luke's (i) shall be free from defects in material and workmanship, (ii) will be merchantable, (iii) if ordered for a stated purpose, will be fit for such purpose, and (iv) shall conform to the Materials and documentation for such Product(s) and the Company's representations and warranties regarding the

functions and uses for which the Product is marketed. Company further warrants that Products shall conform to, be and shall remain in compliance with, all applicable federal, state and local laws, regulations, ordinances, regulations and codes, including, but not limited to: (i) those relating to the privacy or security of information including, but not limited to, HIPAA and corresponding regulations; (ii) Medicare and Medicaid law; and (iii) all laws and regulations relating to the licensing, regulation and accreditation of health care facilities, (inclusive of the requirements of The Joint Commission or other private accreditation organizations that have established standards relevant to medical care). Company further warrants that all Products provided to Saint Luke's have received FDA approval or will have 510K clearance prior to delivery to Saint Luke's; and that all Products delivered to Saint Luke's will be in compliance with FDA regulations.

8. **Confidentiality.** During the course of performance of the Agreement, it is expected that Company will learn of certain confidential and proprietary information and/or trade secrets ("**Confidential Information**") of Saint Luke's and/or the Facilities. Saint Luke's Confidential Information includes, but is not limited to, (i) all information concerning Saint Luke's business affairs, proprietary information and trade secrets, internal reports, patient lists, marketing plans, purchasing information, pricing information, strategic plans, sales tracings, financial and other business information and clinical information, (ii) all information Company knows or reasonably should know is to be or should be treated as confidential, and (iii) all materials that are marked as confidential or proprietary. Without limitation of the above, all Data and Personal Information is included in the definition of Saint Luke's Confidential Information. All Confidential Information is and remains, Saint Luke's property. Company warrants that it will not, directly or indirectly, (a) use any Confidential Information for any purpose that is not directly and solely related to the performance of its obligations under the Agreement, (b) publish or disclose any Confidential Information to any third party, or (c) use the Confidential Information in any manner for its business development or any commercial purposes. For sake of clarity, Company expressly agrees that it will not monetize or use any Confidential Information (regardless of whether it is aggregated or de-identified). Company shall maintain the Confidential Information in a secure manner that is at least as protective as that which Company uses with respect to its own confidential and proprietary information, but in no event shall Company provide Confidential Information less than reasonable protection. Company will take such action as necessary, including agreements with or instructions to its employees and agents, to enable it to perform its obligations with respect to Confidential Information. Company expressly acknowledges and agrees that any documents, data and information ("**Information**") that it discloses or provides to Saint Luke's pursuant to this Agreement (whether provided directly or indirectly, in whatever form or medium, and regardless of whether such Information is marked as "confidential") will become, upon disclosure/provision, Saint Luke's property and may be used and disclosed by Saint Luke's for any purpose. Company hereby warrants that it has the legal right and ability, and without violation of any (i) third party intellectual property right, or (ii) duty of confidentiality owed to a third party, to disclose and provide its Information to Saint Luke's and that, upon such disclosure/provision, Saint Luke's will be the owner of such Information.

8.1 **HIPAA.** Company warrants that its provision of the Products (and any related services hereunder) does not require possession or use of, or access to, and that the Products when used by Saint Luke's and/or Facilities will not transmit to or allow Company to access, any Protected Health Information ("**PHI**") or Electronic Protected Health Information ("**ePHI**"), each as defined by the Health Insurance and Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. §1320d, et seq., and the regulations promulgated there under ("**HIPAA**"). Company shall not seek to receive, possess, access or maintain any PHI or ePHI on behalf of Saint Luke's. Company agrees that if the nature of this arrangement changes, and/or if Saint Luke's determines that Company qualifies as a business associate under HIPAA, Company will execute a business associate agreement ("**BAA**") that complies with HIPAA; failure of Company to execute the Saint Luke's provided BAA will be a breach of this Agreement by Company and, without limitation of Saint Luke's rights, Saint Luke's may immediately terminate this Agreement without penalty.

9. **Indemnity: Insurance.** Company shall indemnify, defend (with competent counsel reasonably acceptable to Saint Luke's) and hold harmless Saint Luke's, its Affiliates, the Client Entities and Saint Luke's subsidiaries and each such entity's respective directors, officers, medical staff, agents, and employees (each, an "**Indemnitee**") from and against any third party claims, demands, investigations, suits, or causes of action (each, a "**Claim**") asserted against any Indemnitee with respect to actual or alleged losses, liabilities, injuries, deaths, damages, fines, penalties, costs, and expenses (including attorneys' and other professionals' fees and expenses incurred by any Indemnitee and/or Company in connection with the defending against the subject Claim), relating to or arising out of: (i) breach by Company or its employees, agents, subcontractors, sub-manufacturers or assigns of the representations, warranties or other terms of this Agreement; (ii) Company's or its employees, agents, subcontractors non-compliance with or violation of any federal, state or local law, rule, regulation or ordinance; (iii) acts or omissions of Company or its employees, agents, subcontractors, sub-manufacturers, assigns, or its or their employees that are negligent, willfully wrongful, or in violation of this Agreement; (iv) the sale, license, recall, distribution or use of the Products or Software; (v) any claims, actions, suits or governmental investigations or proceedings, brought against or involving any of them, which relate to or arise out of the manufacture or sale of the Products by Company or its subcontractors, sub-manufacturers or assigns including product liability claims (including negligence and breach of warranty claims, as well as traditional

product liability claims); (vi) any Indemnitees' use of Products infringes on any patent, copyright, trade secret or other proprietary or contractual right of any third party; (vii) the marketing, advertising, use or sale of any Products constitutes an infringement of any patent, trademark, copyright, or other proprietary right of any third party and/or (viii) any claim arising out of or relating to Company or its employees' or agents' release, use or transmittal of data in violation of this Agreement or any BAA then in effect. Saint Luke's or the applicable Indemnitee will provide Company ("indemnitor") with timely notice of any Claim for which it determines indemnification will be sought hereunder; provided, however, that failure to provide timely notice shall relieve the indemnitor of its duty to indemnify only to the extent such delay prejudices the indemnitor. Saint Luke's or the applicable Indemnitee will permit the indemnitor to assume full responsibility for the investigation of, preparation for, and defense of any Claim for which indemnification is sought, provided Saint Luke's or the applicable Indemnitee may, in its discretion, assist in such indemnity. The indemnitor may not compromise or settle any such Claim without Saint Luke's prior written consent. Saint Luke's and/or the applicable Indemnitee shall have the right in its sole discretion and at its sole expense to select and obtain representation by separate legal counsel.

9.1 Insurance. During the Term and for 5 years thereafter, Company shall, as applicable, self-insure and/or maintain commercial general liability insurance written on an occurrence form, insuring against damages because of bodily injury, including death, property damage and personal and advertising injury and include without limitation, coverage for blanket contractual liability, broad form property and fire damage legal liability, premises and operations liability and product recall. The minimum limits of insurance shall be \$1,000,000 per occurrence, \$3,000,000 general annual aggregate and \$3,000,000 products and completed operations annual aggregate. Company shall maintain workers' compensation insurance as required by law.

10. Regulatory Compliance. Each party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement. The parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the Medicare/Medicaid "Anti-Kickback Statute"). Neither Saint Luke's nor Company are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs. Pricing hereunder does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program. The parties shall comply with the reporting requirements of 42 C.F.R. § 1001.952(h), regarding "safe harbor" protection for discounts under the Anti-Kickback Statute. Company represents and warrants that any discount or rebate provided to Saint Luke's satisfies the requirements of the Anti-Kickback Statute Safe Harbor at 42 C.F.R. § 1001.952(h); in no event shall Company offer or provide any discounts or rebates that involve the impermissible bundling of Products or the involve multiple Products where such Products are not reimbursable under the same Federal Healthcare Program using the same methodology. Company warrants that, if a rebate or discount involves multiple Products, that all of the Products provided are reimbursable under the same Federal Healthcare Program using the same methodology. Company shall disclose to Saint Luke's on each invoice, or as otherwise agreed in writing, the amount of any discount or rebate relating to the Product. The statement shall inform Saint Luke's in a clear and simple manner of the amount of the discount or rebate so as to enable Saint Luke's to satisfy its obligations to report such discount or rebate to Medicare. The parties agree to comply with all applicable laws, rules and regulations, including but not limited to, those laws prohibiting payment for referrals.

In relation to and for purposes of compliance with the "Stark" law, 42 U.S.C. § 1395nn, Company represents and warrants that: (i) it is not a physician owned distributor or "POD", (ii) it is not owned by one or more providers or physicians (as defined by the Stark law, and (iii) there are no physicians or providers with investment interests in the Company, in the case of (ii) and (iii) where any such ownership or investment interest would cause this arrangement to create a financial relationship between a "DHS entity" and a physician (hereinafter a "Stark Entity"). In the event the above representation and warranty changes so that it is inaccurate, Company will provide Saint Luke's with prompt written notice and the parties will negotiate any amendments to this Agreement necessary to ensure compliance with the Stark law. Further, in order for Saint Luke's to ensure compliance with applicable federal laws and regulations, Company will provide to Saint Luke's in writing a list of all relationships between the Company and any Saint Luke's employed or affiliated physician or family member of a physician. These relationships would include but not be limited to, existing consulting agreements, existing service agreements, research projects, other professional engagements, training center or demonstration site agreements, charitable donations, ownership, investment or royalty interests and the like. Company will update its list on an annual basis and provide the written update to a designated representative of Saint Luke's.

All of Company's representatives, agents, employees, and contractors ("Representatives") intending to enter the premises of Saint Luke's or any Facility may do so only if all of the following conditions are met: (i) the Representative logs in through Saint Luke's vendor credentialing system (RepTrax), (ii) reasonable advance notice of the intended visit is given, (iii) the Representative must be acceptable to Saint Luke's or the applicable Facility, and (iv) the Representative must comply with all of Saint Luke's and the applicable Facility's policies and procedures while on site.

Company represents and warrants that neither it nor any of its employees, directors, officers, equity owners, personnel, subcontractors or agents under this Agreement (collectively, "Company Personnel") are excluded from participation, or are otherwise ineligible to participate, in a "federal health care program" (as defined in 42 USC § 1320a-7b(f)) or in any other government payment program, and that no such action is pending. Company will assess the status of the Company Personnel prior to hire or contracting and on a monthly basis thereafter as required by the United States Department of Health and Human Licensed Services or the Centers for Medicare and Medicaid Licensed Services. Company will notify Saint Luke's in writing within three days of either of the following: (a) the discovery of any debarment, exclusion, suspension or other event that makes Company or any Company Personnel ineligible to participate in a federal health care program or any other government payment program; or (b) any conviction of Company or any of the Company Personnel of a criminal offense that falls within the scope of 42 USC § 1320a-7(a), even if they have not yet been excluded, debarred, suspended or otherwise declared ineligible. Such notice will contain reasonably sufficient information to allow Saint Luke's to determine the nature of any sanction. Company will be responsible for any and all expenses and lost revenue incurred by Saint Luke's as a result of Company's failure to screen or to notify Saint Luke's of any such occurrence. Company will also be responsible for any and all related expenses and lost revenue directly or indirectly caused by Company's failure to identify excluded individuals, including reimbursement of Saint Luke's for any amounts Saint Luke's is required to repay to any federal health care program or any amounts that Saint Luke's is unable to bill for reimbursement because of the involvement of an excluded individual in the provision of the Services. If Company is in breach of this Section or upon the occurrence of such exclusion, debarment, suspension or conviction of Company or any Company Personnel, whether or not notice is given, Saint Luke's may immediately terminate this Agreement.

Company represents, warrants and covenants that it is fully aware of and shall comply with, and in the performance of its obligations to Saint Luke's shall not take any action or omit to take any action that would cause either party to be in violation of: (a) the U.S. Foreign Corrupt Practices Act, (b) any other applicable anti-corruption laws, or (c) any regulations promulgated under any such laws.

To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated there under are applicable to this Agreement, Company and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Products pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Company and Saint Luke's for Products to any contract or agreement between Company and such related organizations, as well as the books, documents and records of Company and its related organizations, if any, which are necessary to verify the cost of the Products provided.

The parties shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. 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 and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. Audit and Inspection. Company shall maintain records and supporting documentation of all transactions under the Agreement sufficient to permit a complete audit thereof in accordance with this Section. Company shall, at no additional cost to Saint Luke's, provide to Saint Luke's and its respective internal and external auditors, inspectors, regulators, and such other representatives as Saint Luke's may designate from time to time access at reasonable times and after reasonable notice (unless circumstances reasonably preclude such notice) to all data and records relating to the equipment, instruments, products and services provided or used by Company under the Agreement. The foregoing audit rights shall include, without limitation, and when applicable, audits (A) of practices and procedures, (B) of systems, (C) of general controls and security practices and procedures, (D) of disaster recovery and backup procedures, (E) of costs and procurement practices, (F) of charges hereunder, (G) as necessary to enable Saint Luke's to meet applicable regulatory requirements, and (H) for any reasonable purpose as determined by Saint Luke's. Company shall provide full cooperation to such auditors, inspectors, regulators, and representatives, including the installation and operation of audits software.

12. Miscellaneous. All notices under this Agreement shall be given in writing to the party's address on the signature page hereto. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) sent by registered or certified mail, or (ii) sent by a recognized qualified overnight delivery service (e.g., Federal Express), in each with return receipt requested. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the

same instrument. Any dispute arising out of, related to or in connection with the Agreement shall be governed by, and the Agreement shall be construed under, the laws of the State of Missouri, without giving effect to any choice of law or conflict of laws principles that would result in the application of the laws of any other state. The failure of a party to enforce any right or provision of the Agreement shall not be construed as a waiver of such right or provision or a waiver by such party to thereafter enforce such rights or provisions or any other rights or provisions under the Agreement. If any term, condition or provision of the Agreement is held to be unenforceable for any reason, it shall be interpreted to achieve the intent of the parties to the Agreement to the extent possible rather than voided. In any event, all other terms, conditions and provisions of the Agreement shall be deemed valid and enforceable to their full extent. All rights and remedies of each party to the Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under the Agreement or applicable law. Each party shall be considered to be an independent contractor hereunder. The relationship between the parties hereto shall not be construed to be that of employer and employee, or to constitute a partnership, joint venture or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. The following Sections of this Agreement shall survive the expiration or termination of this Agreement: 3.2 and 7-12.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representative as of the Effective Date set forth above.

SAINT LUKE'S HEALTH SYSTEM, INC.

[COMPANY NAME]

By: Michael D. Darling, RN, CMRP
Vice President of Supply Chain

By: [Name]
[Title]

Date: _____

Date: _____

Notice Address:

Saint Luke's Health System
901 E. 104th St.
Kansas City, MO 64131
Attn:

Notice Address:

Attn:

EXHIBIT A

Products and Pricing