

IMPERATIVE CARE, INC.
Purchase Terms and Conditions

1. Purchase Terms and Conditions. These Purchase Terms and Conditions (the "T&C's") govern the purchase of goods and/or services by Imperative Care, Inc., a Delaware corporation, on behalf of itself and its Affiliates ("Buyer") from vendors and suppliers (referred to in these T&C's as "Seller" or "Sellers"). These T&C's are incorporated into and made a part of the accompanying purchase order (the "Purchase Order") and Seller's acceptance of the order set forth in the Purchase Order, whether by written confirmation or by partially filling or completely filling the order or performing services, constitutes acceptance of the the Purchase Order and these T&C's (together, the "Agreement"). Offers and Purchase Orders made by the Buyer expressly limit acceptance by Seller to the terms stated therein, which include these T&C's, and Seller is hereby notified that Buyer expressly objects to and rejects any terms or conditions that may be contained in any oral or written offer, proposal, quote, acknowledgement, confirmation, invoice, or other document or communication received from Seller, and the parties hereby agree that any such terms and conditions shall be null and void. The term "products" as used in this Agreement shall include equipment, materials, goods, and/or services of any nature. For the purposes of these T&C's, "Affiliate" means any entity controlling, controlled by, or in common control with a party. For the purpose of this definition, "control" shall mean ownership or control, directly or indirectly, of more than fifty percent (50%) of the common voting stock or ordinary shares in, or the right to appoint fifty percent (50%) or more of the directors of an entity.

2. Conflict; Order of Precedence. Except as provided herein, Seller agrees that should any conflict or inconsistency arise between the application or interpretation of these T&C's and any other document, the following order of precedence will apply: i.) a written agreement between the Seller and Buyer for the purchase and sale of goods or services signed by the Chief Financial Officer, President or Chief Executive Officer of Buyer; ii.) This Agreement; and iii.) Any offer, quote, proposal, or other documents or communications provided by the Seller, except to the extent not expressly rejected by Buyer herein above.

3. Acknowledgement and Acceptance. Each order placed by Buyer must be acknowledged by Seller, either by electronic acknowledgment, immediate shipment, written notice that materials will be drop-shipped, or other written communication stating anticipated dates for shipment or other confirmation of Buyer's order. Any of the foregoing, or partial or complete fulfillment of the order constitutes acceptance of Buyer's order subject to the terms stated herein and in the applicable Purchaser Order, and the parties shall be deemed to have entered into and be bound by this Agreement.

4. Prices. Prices reflected on the Purchase Order are considered firm unless re-negotiated and confirmed in writing by Seller and Buyer. Prices include all delivery, insurance and handling charges unless otherwise indicated on the Purchase Order. Seller warrants that all pricing is offered solely by Seller and not in conjunction with or pursuant to discussions or understandings with any other vendor or supplier.

5 No Substitutions. No product may be substituted or work order modified without prior written approval of Buyer.

6. Late Shipments. All shipments shall be delivered in accordance with the dates requested, unless otherwise agreed to in writing by Buyer and Seller. Seller must immediately notify Buyer if it will not be able to deliver products or services when requested, and in such an event Buyer shall have the option in its sole discretion to (a) cancel the order without liability to Buyer or Seller, (b) order replacement products or service from another vendor and charge Seller for any associated shipping or other expenses, as well as any difference in pricing, or (c) accept an alternate delivery date. Seller shall be solely responsible for all loss or damage incurred by Buyer as a result of late shipments or late job completion, unless due to an act of force majeure, provided Seller has used commercially reasonable efforts to notify Buyer of such act and to mitigate the effect of such act.

7. Right of Inspection. Buyer is entitled to inspect all products (including the performance of tests) before or after receipt and reject upon discovery of damage, defect, or nonconformance with the order, regardless of whether any payment has been made by Buyer, whether the nonconformity substantially impairs the value of the goods, or whether the nonconformity may be cured by the Seller. If products are rejected, they will be returned to Seller for a refund, credit or replacement at Buyer's option. Buyer has the right, upon reasonable notice, to enter Seller's facilities to inspect the production of the goods, without precluding subsequent inspection and rejection of the goods. Buyer shall also be entitled to observe and inspect Seller's activities and facilities used in the performance of its obligations under this Agreement, including but not limited to, the storage, pickup, handling, loading, transportation, and processing of the goods. If the inspection discloses, in Buyer's good-faith opinion, that Seller's ability to meet the requirements of this Agreement are questionable, Buyer may treat such circumstances as a material breach and terminate this Agreement, without any liability to the Seller. If goods tendered pursuant to this Agreement are nonconforming, Buyer may return all of the goods to Seller, at Seller's expense. Acceptance of all goods shall be subject to the foregoing inspection.

8. Shipments. UNLESS OTHERWISE EXPRESSLY INDICATED ON THE PURCHASE ORDER ISSUED BY BUYER, SELLER WILL ABSORB ALL FREIGHT CHARGES, INCLUDING SHIPPING AND HANDLING COSTS, AND ALL PRODUCTS SHALL BE SHIPPED F.O.B. DESTINATION. IF BUYER IS CHARGED FOR SUCH CHARGES OR COSTS ON AN INVOICE, BUYER SHALL NOT BE OBLIGATED TO PAY SUCH INVOICE UNTIL CORRECTED, AND IF BUYER PAYS SUCH AMOUNTS IN ERROR, SELLER SHALL IMMEDIATELY REFUND SUCH AMOUNTS TO BUYER. Seller will be responsible for the condition of products in transit, insurance, and filing claims with the commercial carrier.

9. Invoices; Payments. Seller shall deliver an accurate invoice consistent with the terms of this Agreement to Buyer specifying the date on which goods were delivered or services provided, and itemizing such goods or services in reasonable detail. Invoices shall be received by the Buyer within thirty (30) days of delivery of goods or provision of services. Invoices received more than ninety (90) days from such date may, at Buyer's option, be subject to a late billing charge of 10% of such invoice applied for each fifteen (15) day period the invoice is received after the ninety (90) day period, which charge shall be deducted from the total due under the invoice. Payment is due and payable by Buyer sixty (60) days after receipt of an accurate invoice. No finance charges, late fees, handling fees, or any other fees not expressly agreed to by Buyer will be paid. COD SHIPMENTS WILL BE REJECTED. Buyer reserves the right to delay payment of any invoices received upon noncompliance with any of these terms.

10. Termination.

- a.) Buyer may cancel this Purchase Order and any order issued herein, in whole or in part, without liability to Seller, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms of this Purchase Order.
- b.) Buyer may cancel this Purchase Order and any order issued herein, in whole or in part, at any time at its convenience by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified in such notice, stop work hereunder and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.

11. Changes. Buyer at any time prior to shipment may make changes in the quantities ordered or in the specifications or drawings relating to the goods and/or services or may change or amend any other terms or conditions of this Agreement and any order issued herein, with no further liability to Seller..

12. Confidentiality; No Publication. Both parties agree to hold in strict confidence and to use solely in connection with the performance of these T&C's all information provided in connection with the performance of their obligations under these T&C's, including without limitation, financial information and information relating to the products or services, except to the extent that disclosure is required by applicable law or is submitted to a government unit or agency. The Seller shall not disclose, advertise or publish the fact that Buyer has placed an order or made an offer to Seller, or that the parties have entered into an agreement with respect to either of the foregoing, without Buyer's prior written consent, except as may be necessary to comply with a proper request for information from an authorized representative of any government unit or agency. Each party acknowledges that any confidential information disclosed is of considerable commercial value and that the disclosing party would likely be economically or otherwise disadvantaged or harmed by the direct or indirect use or disclosure thereof, except as specifically authorized by the disclosing party.

13. Representations and Warranties. Seller represents and warrants that:

- f.) each product when delivered to Buyer (i) is free and clear of any and all liens, security interests and any other encumbrances, and further, (ii) is free from defects, whether patent or latent, in design, workmanship and materials, (iii) is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, (iv) has otherwise been manufactured, packaged, labeled, distributed, sold and priced in compliance with all Federal, State, and local laws, rules and regulations, and (v) does not infringe on any copyright, patent or trademark or misappropriate any trade secret of a third party.
- b.) material, equipment or services covered by the Purchase Order (i) conform to the specifications, drawings, or samples furnished by the Seller and shall be merchantable, and (ii) conform to all written warranties made by Seller.
- c.) all articles and services covered by the Purchase Order meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as date of the order or offer.

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- d.) all services will be performed (i) in a professional, timely, and workmanlike manner, (ii) in accordance with recognized industry standards, and applicable laws and regulations and accreditation standards and guidelines, and (iii) by individuals who are legally authorized to work in the United States in the capacity required to perform the services.
- e.) all warranties shall survive any inspection, delivery, acceptance or payment by Buyer.
- f.) the above warranties shall not be deemed waived by Buyer's acceptance or Buyer's payment for the goods.

14. No Debarment or Exclusion. Seller represents that Seller is not currently excluded, debarred, suspended, or otherwise ineligible to participate in government or commercial healthcare programs, under any law of the United States or any other relevant jurisdiction and has not been convicted of a criminal offense related to the provision of healthcare items or services. Seller shall promptly notify Buyer in the event that the foregoing representation is no longer accurate. Seller consents to Buyer confirming Seller's eligibility to participate in all such government or commercial healthcare programs by directly, or through a third party, searching any and all federal and state exclusion lists.

15. Non-Discrimination; Employment Practices. It is the policy of Buyer not to discriminate on the basis of race, color, religious creed, sex, national origin, handicap or sexual preference in accordance with applicable state and federal laws and regulations. Seller agrees that it is in full compliance with Title VII of the Civil Rights Act of 1964 (as amended); the Equal Pay Act of 1963 (Section 6, 7, and 12 of the Fair Labor Standards Act); the Age Discrimination in Employment Act of 1967; Executive Orders 11246 and 11367 (where applicable); and other such State and Federal laws defining and prohibiting certain discriminatory employment practices as the same may be applicable to the Seller.

16. Indemnity. The Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and its and their respective officers, directors, employees, and agents (hereinafter "Indemnitees"), from and against any liabilities, claims, damages, penalties, fines, forfeitures, suits, expenses, and losses (including costs of defense and reasonable attorneys fees) arising from any claim made by any third party under theories of tort, product liability, negligence, warranty, contract, or statute arising out of the use, storage, sale, processing, or other disposition of the goods after their delivery to Buyer, alleging (a) that use of any product supplied by Seller resulted in bodily injury or property damage, (b) that any product supplied by Seller infringes the intellectual property rights of any other person or entity, (c) any negligent act or omission (when there is a duty to act) of Seller, its employees, agents or subcontractors, or (d) any breach of law, regulation, applicable government rule or guidance by Seller, its employees, agents or subcontractors.

17. Insurance. Seller is required to maintain Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations, contamination and property damage) of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Buyer as an additional insured. Coverage shall be primary and non-contributing to that of Buyer and coverage shall contain a Waiver of Subrogation in favor of Buyer. In addition, if Seller provides component materials for Buyer's end product, said General Liability limits shall be increased to \$10,000,000 Per Occurrence and \$10,000,000 in the aggregate. Limits may be achieved by any combination of primary and excess liability policies. In addition, if Seller performs work on Buyer's premises or provides services to Buyer on Buyer's premises, Seller will maintain Employer's Liability Coverage with a minimum of \$1,000,000 each accident, \$1,000,000 disease per employee, and \$1,000,000 disease in the aggregate and workers' compensation insurance with statutory limits, or proof of exemption in accordance with applicable law, and coverage shall contain a Waiver of Subrogation in favor of Buyer. Seller shall also maintain Cyber Liability and Data Breach coverage "Cyber Risk Insurance" with limits not less than \$1,000,000 per claim and \$1,000,000 in the aggregate (\$5,000,000 each if Seller is providing information technology or related products or services). Such coverage shall include coverage for Intentional or accidental disclosure or potential disclosure of personally identifiable information, Failure to protect personally identifiable information, Introduction of malicious code, 3rd Party Liability, Notification costs, Incident Response Costs and Forensic Investigation, Regulatory fines and penalties, Cyber Crime including but not limited to: Fraud, Social Engineering, Extortion, Ransom and Phishing. If services provided by Seller include transportation of people or property on behalf of Buyer, then Seller is also required to maintain Automobile Liability Insurance for Seller's vehicles providing such transportation with bodily injury and property damage limits of not less than \$1,000,000 combined single limit, naming Buyer as an additional insured, coverage shall be primary and non-contributing to that of Buyer and coverage shall contain a Waiver of Subrogation in favor of Buyer. If providing professional services, the Seller shall also maintain professional liability/errors and omissions insurance of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If providing technology services, the Seller shall also maintain technology errors and omissions insurance "Tech E&O" of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. In addition, if providing technology services, seller shall maintain an employee dishonesty bond or commercial crime insurance policy with limits not less than \$1,000,000 covering all employees and extend to include third party coverage (theft of Buyer's or Buyer's customer's property). The Seller shall provide Buyer with a certificate(s) of insurance evidencing all such required insurance coverage prior to providing products or services, as applicable, and upon coverage renewal thereafter. If any of the above coverages are written on a claims-made basis then Seller shall provide Buyer with evidence of "tail" coverage and/or an "extended reporting period" of not less than three (3) years, as well as proof that any retroactive date on the policy is earlier than the first date of services or goods provided by Seller. All such coverage contained herein shall be placed with insurers authorized to do business in the State in which the services or goods are provided, with an AM Best Rating of no less than A-VIII. The required insurance shall be subject to the approval of Buyer, but any acceptance of insurance by Buyer shall in no way limit or relieve Seller of the duties and responsibilities imposed by law or this Agreement. All policies shall contain, and certificate shall reference, there will be no cancellation or reduction in coverage without Thirty (30) days prior written notice to Buyer, Ten (10) days in the event of non-payment of premium. In the event Seller does not comply with the insurance requirements, Buyer reserves the right to place such coverage on behalf of Seller at Seller's sole cost and expense, or terminate the Agreement without any liability to Seller.

18. Assignment. Seller shall not assign this Agreement or any interest herein without Buyer's prior written consent.

19. Controlling Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The state and federal courts located in Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these this Agreement.

20. Entire Agreement. This Agreement, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior oral or written representations and agreements. Buyer shall not be bound by any additional or different terms, whether printed or otherwise, in the Sellers quotation, proposal or in any other communication from Seller to Buyer unless specifically agreed to in a writing signed by an authorized officer of Buyer.

21. General. If any part of this Agreement is in conflict with any applicable statute or rule of law of any state or district in which it is sought to be enforced, then such provision shall be deemed null and void to the extent that it conflicts therewith, but without invalidating the remaining provisions hereof. All warranties shall be construed as conditions as well as warranties. No waiver of a breach or of any provisions of these terms and conditions shall constitute a waiver of any other breach or provision. All remedies set forth herein are cumulative and shall be in addition to and not in lieu of any warranties provided under applicable law. No modification, change in, or departure from, or waiver of the provisions of these terms and conditions shall be valid or binding unless approved by Buyer in writing. No waiver of a breach or of any provision of this Agreement shall constitute a waiver of any other breach or of any other provision. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth in this Agreement, unless an alternative address and/or contact information is provided by a party to the other, in writing. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.