

BEAUMONT HEALTH
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions shall

1.6 The version of these Terms and Conditions in effect and published by Beaumont as of the

a period of four (4) years after the furnishing of good or services thereunder, the subcontractor shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the Subcontract and any books, documents, and records that are necessary to verify the nature and extent of the Subcontract costs. Vendor agrees to indemnify Beaumont in the event that any amount of reimbursement is denied or disallowed because of the failure of Vendor to comply with this obligation. Such indemnity shall include the amount of reimbursement denied, plus any interest, penalties and legal costs.

owner(s), shall during the term of this Agreement make any referrals to Beaumont, or any affiliates thereof, for designated health services as defined by 42 USC 1395nn.

4.9 Statutory and Regulatory Compliance.

enter into this Agreement; (b) Vendor's performance of its obligations herein; and/or (c) Beaumont's use of Ve

complete its duties and obligations under this Agreement; (iv) refrain from using or disclosing such Confidential Information unless it does so with prior written consent from the disclosing Party; except that a Party may disclose Confidential Information to its representatives and professional advisors, and (v) return or destroy all documents, copies, notes or other materials containing any Confidential Information, upon termination or expiration of the Agreement or upon the written request of the disclosing Party subject to the Business Associate Addendum, if applicable.

6.2 The Parties agree that any breach of the confidentiality obligations of this Agreement may

Agreement including, but not limited to, any impermissible use or disclosure of PHI, (ii)

13 Intellectual Property.

13.1 Trademarks/Service Marks/Publicity Neither Party may use the other Party's with respect to Vendor, any Hospital's trademarks, service marks or designs registered to the other Party (or as applicable, any Hospital) or identify the other Party (or as applicable, any Hospital) in any publicity, promotional, or advertising material concerning the existence or terms of this Agreement without the prior written consent of the other Party.

13.2 Works For Hire Any work products, materials or software developed or created by Vendor relating to this Agreement and which are to be provided to Beaumont as part of the Services ("Deliverables"), which are protectable under the laws of copyright, including written or electronic documents, illustrations, drawings, notes, models and computer software, shall be considered "works for hire" for Beaumont and are the sole property of Beaumont. If the work products, materials or software do not fall under the definition of work for hire under the Copyright Act, Vendor agrees to execute, upon request, all forms and documents relating to the assignment of sole ownership of all copyright interest to Beaumont and obtaining and enforcing copyright protection for such works for the United States of America and other countries, even after the term of this Agreement has ended. Notwithstanding the foregoing, Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by Vendor, without any contribution from Beaumont of any kind, either prior to this Agreement, shall remain the property of the Vendor.

17 Governing Law. The laws of the State of Michigan govern this Agreement and venue shall be in the state courts located in Oakland County, Michigan or, if applicable, the federal courts located in the Eastern District of Michigan.

18 Waiver. The failure of a Party to strictly enforce any provision of this Agreement will not be construed as a waiver thereof or as excusing the defaulting Party from future performance. Any waiver of any of the covenants, conditions, or provisions of this Agreement must be in writing and signed by a duly authorized representative of the Party against whom enforcement of such waiver is sought. One or more waivers of any covenants, conditions, or provisions of this Agreement shall not be construed as a waiver of a subsequent breach or of any other covenant, condition or provision.

19 Invalidity or Unenforceability. If any term, covenant, condition, or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, as finally adjudicated by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20 Survival. Any provision of this Agreement that, by its language, contemplates performance or observation subsequent to any termination or expiration of this Agreement shall survive such termination or expiration and shall continue in full force and effect.

21 Authority and Validity .

of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

24 Vendor's Staff Responsibilities

24.1 Staff Qualifications Vendor warrants and represents that Vendor and its employees and subcontractors performing under the Agreement: (i) is/are and shall remain fully qualified to perform

(the "Transition Assistance Services"). If Beaumont appoints a third party to assume the services, Vendor will provide reasonable assistance to that third party, provided that Vendor is not obligated to provide trade secrets or other proprietary information to any third party.

27 Informal Dispute Resolution. If any dispute relating to this Agreement arises between Beaumont and Vendor, a Party may send written notice to the other Party within thirty (30) days of discovering the dispute, outlining the nature and extent of the problem. Said statement will contain all written documentation and supporting documents germane to the dispute. Representatives of the Parties will then arrange to meet to discuss the dispute. If the meeting does not occur within thirty (30) days of the receipt of the initial notice, or if the meeting between the Parties does not sufficiently resolve the dispute, a Party may request a meeting between the executive officers of Beaumont and Vendor. These officers shall have thirty (30) days after the receipt of this second notice and request to resolve the dispute, after which time, or if no resolution of the dispute is reached within sixty (60) days of receipt of the initial notice, a Party may pursue its remedies at law. The Parties may extend these time periods by mutual written assent in furtherance

of products). Vendor shall reimburse Beaumont for any costs actually incurred in complying with any recall instructions and processes provided by Vendor. In addition, Vendor shall, at no additional cost to Beaumont, replace any such products which are the subject of a recall with Vendor products which have been approved by Beaumont as being clinically equivalent to the recalled products.

27.5 Product Modifications In the event Products are required to be modified to comply with any regulatory or safety standards imposed or implemented for such Product, Vendor shall, for Products previously purchased by Beaumont hereunder, at no cost to Beaumont, provide hardware modifications necessary for the Products to meet all such regulatory requirements or shall exchange the Products for

may restrict use or access to any products, or that would erase data on program or otherwise cause the products, or Beaumont's software, systems or products to become inoperable or incapable of being used in the full manner for which it was designed and created (collectively .8 ,2 (el)-1 (y)04

safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosures or access of Beaumont information. Beaumont shall have the right to require special backup of their data and to keep backup data and data files in its possession. Vendor shall take all reasonable measures to secure and defend the data against unauthorized access. Vendor shall report to Beaumont in a prompt and timely fashion any breaches of security or unauthorized access to Beaumont data and will comply with applicable laws, including but not limited to, state and federal laws on data breach notification. Vendor shall maintain throughout the Term of this Agreement, disaster recovery capabilities that permit recovery of Beaumont data from a disaster and continue to provide services to within a commercially reasonable time period. Vendor represents that the servers that maintain Beaumont's and/or Hospital's data are owned and managed by Vendor and will remain in the jurisdiction of the United States of America.

32 Severability. If any term of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, or any other rule of law, such term shall be reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement shall remain in full force and effect.