PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. Delivery. As directed by Cigna Corporate Services, LLC (“Company”), Seller will provide the goods and/or services specified in the purchase order incorporating or including these terms (hereinafter such purchase order is “this Purchase Order” and such goods and/or services are the “Goods”) to (a) all entities affiliated with Company now or in the future, meaning entities that control, are controlled by or are under common control with Company, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise, and (b) such other entities that Company designates to Supplier from time to time, including joint ventures or similar arrangements of or including Company or any of its affiliated companies ((a) and (b) collectively, each an “Affiliated Company”). Seller will package and handle the Goods so as to protect them from loss or damage and in accordance with good commercial practices. Seller will mark Company’s order numbers on all packages, bills of lading and shipping orders and will include in each package a packing slip describing the Goods and quantities contained in such package. Seller will deliver the Goods as specified in this Purchase Order or otherwise as directed by Company. Time is of the essence in Seller's performance of its obligations in this Section. Seller will not deliver in advance of schedule or make partial delivery unless authorized by Company in writing. Seller will promptly notify Company if Seller’s timely performance under this Purchase Order is delayed or likely to be delayed. Any acknowledgement by Company of such notice does not constitute a waiver of Company’s rights under this Purchase Order. Seller will be responsible for all packaging, storage, shipping and delivery charges, including customs, duties, costs, taxes and insurance. Risk of loss of the Goods will pass to Company upon completion of delivery.

2. Inspection. Company may inspect the Goods at the site of manufacture or after delivery. Such inspection does not constitute acceptance of the Goods or a waiver of any of Company’s rights under this Purchase Order. Nothing contained in this Purchase Order will relieve Seller of its obligations to test, inspect and control the quality of the Goods delivered to Company.

3. Acceptance. Company may at any time after completion of delivery reject the Goods (in whole or in part) that are defective or do not conform to the terms of this Purchase Order, including Goods delivered after the delivery date specified in this Purchase Order and Goods supplied in excess of quantities ordered. At Company’s option, Company may (a) return such defective or non-conforming Goods to Seller for refund, credit or replacement or (b) require Seller to repair such defective or non-conforming Goods. Alternatively, Company may accept the defective or non-conforming Goods conditioned upon Seller providing a refund or credit in an amount Company reasonably determines to represent the diminished value of such defective or non-conforming Goods. If Seller fails to cooperate with Company in a timely manner, Company may also replace any defective or non-conforming goods from any other source and Seller will reimburse Company for any incremental costs incurred by Company in connection with making such replacement. Company's count as to the quantity of the Goods delivered will be final and conclusive on all shipments that are not accompanied by a packing slip describing the Goods and the quantities delivered.

4. Return of Rejected Goods. Company will hold any goods rejected under this Purchase Order at Seller’s expense, including storage charges, while awaiting Seller’s return shipping instructions. Seller will be responsible for all return shipping and delivery charges incurred by Company.

5. Prices; Taxes. Seller represents and warrants that the prices for the Goods are not less favorable than those extended to any other customer during the same timeframe for the same or similar goods in similar quantities under the same or substantially equivalent terms and conditions. Unless otherwise specified in this Purchase Order, the prices for the Goods include all applicable taxes, duties and other charges, including shipping and delivery charges, and Company will not be responsible for any amount above the total amounts stated in this Purchase Order. To the extent Seller is required to collect sales, use, or other like taxes imposed by any federal, state or local governmental taxing authority based upon or measured by the prices charged for the Goods, Seller will separately state the amount of such taxes due on its invoices to Company and identify the applicable governmental taxing authority. Seller will be responsible for all other taxes not specified above, including taxes based upon its own income and any taxes or amounts in lieu thereof. Company and Seller will cooperate with each other to accurately determine Company’s tax liability and to minimize such tax liability to the extent legally permissible. Seller will cooperate with Company in pursuing refund claims, including any related litigation or administrative procedures. In the event that the appropriate tax authority determines that all or a portion of the taxes collected from Company is not due, Seller will, after good faith consideration of Company’s preference and applicable laws, either (a) promptly remit to Company an amount equal to any refund, credit or offset received or (b) assign its right to a refund, credit or offset to Company.

6. Invoicing; Payment. Seller will submit detailed invoices for the amounts due under this Purchase Order upon completion of delivery. Company will not pay invoices issued more than six months after completion of delivery. Any undisputed and properly prepared invoices will be due and payable within 60 days after Company’s receipt and approval, subject to a two percent discount for payment within 15 days. Company reserves the right to offset against payments any amounts owed by Seller to Company. Payment for the Goods does not constitute acceptance of such Goods or a waiver of any of Company’s rights under this Purchase Order.

7. Confidentiality. Seller, its employees, agents and representatives will treat as confidential all non-public information related to this Purchase Order that is received
from Company or prepared by Seller, whether prior or subsequent to the Effective Date. Without Company’s prior written consent, Seller will not disclose any such information to any third party or use such information for any purpose other than fulfilling this Purchase Order. If the parties have executed any other written agreement relating specifically to confidentiality and nondisclosure ("NDA"), such NDA will be made part of this Purchase Order and if the term of such NDA expires before the expiration or termination of this Purchase Order, then the term of NDA will be automatically extended to match the term of this Purchase Order. If the provisions of this Purchase Order conflict with the NDA, the NDA will control except where this Purchase Order makes express reference to this provision.

8. Use of Name; Publicity. Seller will not use or register the trademarks, service marks or trade names of Company or any Affiliated Company in connection with any of Seller’s products, services or publications, including publicity, advertising or marketing materials, without Company’s prior approval documented in a separate Trademark License Agreement between the parties. Company may disclose to prospective or current clients that Seller is a vendor of Company and a description of the Goods provided.

9. Representations and Warranties. Seller represents and warrants to Company, the Affiliated Companies, and their respective successors, assigns, customers and users of Seller’s Goods that the Goods provided (a) conform to the terms of this Purchase Order and all applicable samples, drawings, standards, specifications, performance criteria and other documentation of such goods, (b) are free from defects in material and workmanship, (c) are safe and appropriate for the purpose for which they are normally used, (d) are properly contained, packaged, marked and labeled, (e) are not subject to any liens, encumbrances, security interests or other third party claims and (f) do not infringe upon or misappropriate the intellectual property of any third party. Seller hereby assigns to Company any rights, promptly take the following actions at Company’s option and at no additional charge to Company: (i) procure for Company the right to continue using such Goods; (ii) replace or modify such Goods to make them non-infringing, provided that the replacement or modification will not degrade their capacity or performance; or (iii) remove such Goods at Seller’s expense and reimburse Company for all amounts paid.

11. Insurance. Seller will maintain, at its own expense, the following minimum amounts of insurance during the term of this Purchase Order: (a) commercial general liability insurance (including bodily injury, property damage, products and completed operations liability and contractual liability) with a limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) statutory worker’s compensation insurance in accordance with applicable Laws; (c) automobile liability insurance covering all vehicles owned, non-owned, hired and leased when utilized in performance of activities to which this Purchase Order pertains, with a combined single limit for bodily injury and property damage of not less than $1,000,000; (d) umbrella or excess follow-on form insurance with a limit of not less than $2,000,000 per occurrence and $2,000,000 in the aggregate; (e) all-risk property insurance covering Company property (including valuable articles, papers and electronic data processing equipment) in Seller’s care, custody or possession or property-in-transit, in an amount of not less than the replacement cost of such property. Seller’s insurance will extend to cover damages arising out of Seller’s negligence, wrongful acts, errors or omissions or that of any individual when acting under Seller’s supervision, direction, or control. Seller’s insurance coverage will be

will not conflict with or result in a breach of any other agreement to which Seller is a party; (ii) in connection with the Goods provided under this Purchase Order Seller, its employees, agents and representatives have not and will not give to any of Company’s employees or agents and have not and will not receive from any third party recommended by Seller to Company any commissions, payments, rebates, kickbacks, gifts or entertainment of significant value, or services or goods sold at less than full fair market value; and (iii) neither Seller nor any of its employees, agents or representatives are a partner, partial owner, shareholder or holder of any beneficial interest in any such recommended third party except as disclosed to Company prior to making such recommendation.
primary and non-contributory with respect to any insurance maintained by the Company. Seller and its insurers will waive all rights of subrogation against Company for any benefits under Company's insurance programs. Company will be included as an additional insured under Seller’s commercial general liability and automobile liability insurance policies. Upon request and within 15 days of renewal of the insurance policies required in this Purchase Order, Seller will provide, ACORD® certificate(s) of insurance or similar industry standard documentation, evidencing the insurance required in this Purchase Order.

12. **Limitation of Liability.** **IN NO EVENT WILL COMPANY BE LIABLE TO SELLER, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, PROFITS OR SAVINGS) OR (B) ANY PUNITIVE DAMAGES (TO THE EXTENT SUCH EXCLUSION IS ALLOWED UNDER APPLICABLE LAW). COMPANY'S LIABILITY ON ANY CLAIM ARISING FROM OR IN CONNECTION WITH THIS PURCHASE ORDER WILL IN NO EVENT EXCEED THE PRICE PAID AND ALLOCABLE TO THE GOODS GIVING RISE TO SUCH CLAIM.**

13. **Term and Termination.** The term of this Purchase Order will commence on the Effective Date and continue until completion of delivery and acceptance of the Goods by Company. Company may terminate this Purchase Order in whole or in part (a) for cause in the event of Seller default, such as no delivery, late delivery, delivery of nonconforming or defective goods or Seller’s failure to provide Company, upon request, with reasonable assurances of future performance; (b) in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of Seller’s creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any Laws for the benefit of debtors by Seller, except for the filing of a petition in involuntary bankruptcy that is dismissed within 30 days; and (c) in the event of a change of control (as defined in Article 1) of Seller. In addition Company may terminate this Purchase Order in whole or in part at any time for convenience. Upon notice of termination, Seller will cease or wind down provision of goods under this Purchase Order as requested by Company. Those obligations or responsibilities contained in this Purchase Order that are continuing in nature will survive the expiration or termination of this Purchase Order.

14. **Governing Law; Jurisdiction.** This Purchase Order will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Each party irrevocably accepts the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania unless that Court declines or lacks jurisdiction, then the courts of the Commonwealth of Pennsylvania, Philadelphia County Court of Common Pleas, Commerce Court. Seller agrees that Company or any Affiliated Company may enforce a judgment, lien, injunction or other remedy or relief against Seller in any court of competent jurisdiction.

15. **Subcontracting; Assignment.** Seller will not subcontract, transfer, assign or delegate this Purchase Order in whole or in part without Company's prior written consent. Any attempted subcontracting, transfer, assignment or delegation in contravention of the preceding sentence will be void.

16. **Independent Contractor.** The status of Seller, its employees, agents and representatives is that of an independent contractor and not that of a servant, agent, or employee of Company or any Affiliated Company. Neither Seller nor any of its employees, agents and representatives will hold itself out as, or claim to be acting as, an employee, agent, or servant of Company or any Affiliated Company. Seller is not authorized to and will not make any agreements or representations on behalf of Company or any Affiliated Company.

17. **Remedies Cumulative; Waiver.** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Purchase Order or applicable Laws. No delay or failure by either party to exercise any of its rights or remedies under this Purchase Order will operate as a waiver of such right or remedy. A waiver by any party of any breach will not be construed to be a waiver of any subsequent breach.

18. **Entire Agreement; Amendment; Severability.** This Purchase Order constitutes the entire agreement between the parties with respect to the Goods specified and supersedes all prior communications and understandings concerning such Goods. Seller’s execution of this Purchase Order or shipment of the Goods specified in this Purchase Order, whichever occurs first, will be deemed Seller’s acceptance of this Purchase Order. Any terms proposed by Seller that are different from or in addition to the terms of this Purchase Order, whether contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other form of communication from Seller to Company or provided in connection with shipment of the Goods, irrespective of the timing, will not form a part of this Purchase Order and will be void notwithstanding acceptance of the Goods or payment by Company. Except as expressly permitted in this Purchase Order, no change, amendment, or modification of this Purchase Order will be binding unless made in writing and executed by the parties. If any provision of this Purchase Order is held by a competent adjudicator to be unenforceable, then the remaining provisions of this Purchase Order, if capable of substantial performance, will continue in effect.