PURCHASE ORDER TERMS AND CONDITIONS

1. General. This Purchase Order ("Order") for the goods and/or services covered by the Order, and any supporting documentation and/or manuals related to same (collectively, "Goods"), together with any agreements or other documents specified in the Order ("Agreements"), and including these Purchase Order terms and conditions ("Terms and Conditions"), constitutes the complete and final agreement of Nationwide Children's Hospital ("Buyer") and shall override any conflicting, amending or additional terms and conditions contained in any purchase orders, invoices or similar documents, which are hereby rejected and shall be null and void. The vendor to whom this Order is addressed ("Seller") may not add to, modify, supersede, or alter the terms of this Order by any agreement of Seller and/or its agents or affiliates. Acceptance of shipment, payment or other similar act of Buyer shall not constitute acceptance of Seller's terms and conditions, objection thereto being given hereby. Buyer's failure to object to any such terms shall not constitute a waiver by Buyer, nor constitute acceptance by Buyer of such terms and conditions. Any shipment, delivery or tender of performance by Seller shall be taken as Seller's acceptance of these Terms and Conditions despite any provisions of Seller's that may suggest or explain otherwise. In the event of conflict between this Order and the Agreements, the provisions of the Agreements will prevail.

2. Order Changes. Buyer shall have the right at any time to change an Order as to delivery, quantity, shipment or Seller's receipt of Buyer's notice of change without response received by Buyer within ten (10) days, or shipment or other performance reflecting the change, whichever occurs first, shall be Seller's acceptance of the change without any price or other adjustment to the Order. Without Buyer's prior written consent, Seller shall make no changes, alterations, or substitutions affecting the Goods.

3. Packaging and Transportation. Seller will pack, label and ship all Goods in a commercially reasonable manner selected by Seller which will ensure the timely, safe and conforming delivery and the lowest transportation cost in the absence of specific instructions in the Order. All deliveries shall be accompanied by an itemized packing list, and no charge will be paid by Buyer for packing, boxing or cartage unless specified on the Order. Buyer's count of the Goods will be final as to all shipments. The Order number must appear on all invoices, packaging, packaging lists and other related correspondence.

4. Delivery. Delivery times and quantities specified for Goods are of the essence and Seller shall deliver the Goods F.O.B. Buyer's place of delivery (destination) designated on the face of this Order. Notwithstanding the preceding sentence, title to and risk of loss of the Goods shall remain with Seller until the Goods have been accepted by Buyer. Seller will inform Buyer immediately of any occurrence which will or is expected to result in a delay of Specified In Delivery Time of the Goods, and corrective measures Seller has taken to minimize the effect of such occurrence. In the event of delivery not in conformance with the times and quantities specified in the Order, unless Buyer has given notice of cancellation as to the late Goods, Seller will ship Goods to the latest acceptable time and by the fastest practicable and available means, but without any increase in any shipping costs to Buyer. Unless Buyer has given Seller an extension of time in writing, Buyer may reject or return at Seller's expense and risk of loss any delivery of Goods or part thereof which occurs after the delivery date. Three (3) copies of operating manuals, electrical and mechanical schematics and current parts list for Goods must be delivered prior to shipment of any item.

5. Inspection. All Goods shall be subject to final inspection by Buyer which shall be made within a reasonable time after receipt, irrespective of day of payment, and any Goods which are not fully satisfactory to Buyer may be rejected by notice to Seller. Rejected Goods are to be replaced with conforming Goods within the fastest reasonable time after notice of rejection, or at the option of Buyer, the quantity of Goods may be reduced by the number of rejected Goods.

6. Price, Taxes and Payment. Seller shall furnish the Goods at the price or prices stated in this Order. F.O.B. Buyer's place of delivery (destination), freight included, and any increases in any stated price will only be effective if agreed to in writing by Buyer. Unless otherwise specified in the Order, all prices shall be inclusive of all applicable taxes, excises, duties, quotation fees, and in compliance with any ceiling or other limitation on established or proposed by governmental authority, in effect at the time of Seller's invoice. Buyer's invoice number is 25-17943-96. Buyer and Seller will cooperate in obtaining such certificates or other evidence of inapplicability of or exemption from any sales, excise or other taxes to which either party may be subject. Unless otherwise specified in the Order, payment terms for Goods shall be net forty-five (45) days. All shipments of Goods shall be shipped to the latest acceptable time and by the fastest practicable and available means as well as a duplicate copy of such invoice sent to Buyer's Accounts Payable Department.

7. Order Cancellation. Buyer may at any time terminate an Order in whole or in part by written notice, whereupon Seller shall terminate work pursuant to the Order. In the event of a cancellation, for reasons other than the bankruptcy or insolvency of Seller, Buyer and Seller agree as follows:

(A) Specialized Goods. If Goods ordered hereunder are made specifically for or sold to other purchasers, upon termination by Buyer, Seller shall advise Buyer of the quantities of applicable work and material on hand and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination may be made for the amount of the Order price of finished work plus the cost to Seller (excluding profit or losses) of work in process and raw material, less (1) the agreed value of any items used or sold by Seller, and (2) the reasonable value or cost (whichever is higher) of any defective or damaged work or material. Buyer will make no payments for finished work, work in process or raw materials fabricated or purchased by Seller unless the Buyer's order number is 25-17943-96. Seller shall take all actions necessary to minimize the effect of such termination on Buyer's requirements. Payment under this clause shall constitute Seller's only liability in the event an Order is terminated.

(B) Standard Goods. If Goods ordered hereunder are normally carried in inventory by Seller (as distinguished from the special provisions of Paragraph (A) supra), Buyer may at any time terminate an Order in whole or in part, prior to actual shipment and within ten (10) days after receipt of Goods by Buyer, except that in such latter situation Buyer shall return such Goods to Seller at Buyer's expense. In no event shall Buyer be liable for any restocking or similar fees if Goods are returned to Seller within thirty (30) days of Buyer's receipt of Goods.

8. Warranties. Seller warrants that the Goods furnished pursuant to the Order will: (A) be not less than merchantable and fit for the particular purpose(s) known by or disclosed to Seller, (B) be new and unused, or if refurbished in accordance with Buyer's written approval, and free from defects in materials and workmanship, in conformance with submitted samples of same, safe, not subject to any past or present recall, withdrawal or governmental investigation or inquiry, and in conformance with all certifications or other statements made by Seller or its agents or contained in Seller's advertising or promotional material; (C) comply with all applicable federal, state and local laws, regulations, rules, standards, ordinances, orders and the like, including by way of illustration and not of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, any law or order pertaining to discrimination and equal employment opportunity; and (D) be free from all lawful claims of any person of any description, including all security interests, liens and encumbrances. Payment by Buyer shall not constitute acceptance of the Goods or waive any right of Buyer under the Order. In the event that any Goods are not in compliance with the warranties stated herein, Buyer may at Seller's cost and expense, and without limitation or exclusion of any other right or remedy, return the defective Goods to Seller at Seller's risk of loss for a full refund by Seller and/or, at Buyer's option, require Seller to repair, correct or replace such Goods to Buyer's satisfaction. In the event such Goods are returned, Buyer may at Seller's cost and expense remove such Goods from Buyer's premises. Seller will not be excused from its obligations under this Order by reason of such recall, withdrawal or governmental investigation or inquiry, if such Goods are returned to Seller, unless Buyer has approved such action in writing.

9. Indemnification. Seller agrees, at its sole expense, to indemnify, hold harmless and defend Buyer, its successors and assigns, parents, subsidiaries, affiliated companies, directors, officers, agents and employees from and against any and all loss, damage, liability, suit, claim, demand, cost and expense (including reasonable attorneys' fees) arising out of or in connection with any infringement or alleged infringement of any patent, trademark, copyright or other proprietary right of Seller or any other person or entity, or any breach of any standard work or trade practice promulgated pursuant thereto ("PHI"). Seller shall not be liable for any PHI delivered in circumstances where such PHI is protected by the Federal Information Security Management Act ("FISMA") or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Seller shall have an affirmative duty to promptly provide Buyer with written notice of any such delivery of PHI. If either party reasonably determines that such PHI is subject to FISMA or HIPAA, then (A) Buyer will be deemed to be the "Receiving Party" and Seller will be deemed to be the "Disclosing Party"; (B) in the event that such PHI is no longer subject to FISMA or HIPAA, Buyer will be deemed to be the "Disclosing Party" and Seller will be deemed to be the "Receiving Party"; (C) Buyer may at its option require that such PHI be returned to Buyer in a form that is not capable of being accessed by any third party; (D) neither party shall be excused from its obligations to ensure that such PHI is not used or disclosed, except to the extent that any such use or disclosure is expressly permitted or required by applicable rules governing the maintenance of PHI. Seller will take all actions necessary to protect the PHI, protect the PHI from disclosure, and cooperate with Buyer in efforts to ensure that the PHI is protected. Seller will cooperate with Buyer in efforts to ensure that all PHI is protected, provided that such cooperation does not require an expenditure of unreasonable resources or effort. Seller agrees to maintain in confidence and keep secure any PHI in its possession or control, and to comply with all applicable rules governing the maintenance, storage and security of Buyer's PHI. Seller agrees not to disclose, use, disseminate, copy or otherwise reproduce any PHI without Seller's prior written consent and in all cases only to the extent necessary to perform Seller's obligations under this Order, and to notify Buyer immediately in the event that any PHI is lost, destroyed, disclosed, or otherwise made known to any third party. Seller further agrees to cooperate with Buyer in protecting the confidentiality, integrity, and availability of any PHI received by Buyer, and to promptly disclose any PHI that has been or may be accessed, disclosed, or otherwise compromised.

10. Force Majeure. Buyer may suspend performance during the occurrence of an excusable delay, which includes any delay not occasioned by the fault or negligence of the delayed party which results from the acts of God or public enemy, restrictions, prohibitions, or allocations imposed by governmental authority, embargoes, floods, fires, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar nature or governmental causes, and strikes or labor disputes (or in the case of a party's suppliers, of any supplier's employees) solely related to (A) violence, (B) inability to obtain raw materials, (C) labor, or inability to obtain raw materials, fuel supplies or any other industrial disturbance. If an excusable delay occurs, Seller will give notice to Buyer within five (5) days of any such occurrence, and if such inability to perform continues for more than ten (10) days after the date of notice, Buyer may terminate the Order, and any costs incurred by Seller in connection with any such termination will be borne by Seller.

11. Insurance. Buyer shall maintain insurance, in amounts customary in Seller's industry, with reputable and financially responsible insurance companies, insuring against all public liability, including injury or death to persons, products' liability and damage to property, arising out of or related to the Goods or Seller's performance hereunder, and shall furnish Buyer, upon request, certificates of such insurance authenticated by the issuing company. Except as otherwise agreed by Buyer, Seller will insure all shipments of Goods for full value, and also maintain workers' compensation insurance covering all employees and will provide certification of such insurance if requested by Buyer.

12. Confidential Information. Buyer and Seller agree that Seller will keep confidential any PHI it receives and that it will comply (to the extent applicable) with the requirements of HIPAA regarding the privacy of PHI. Seller and any subcontractor engaged by Seller to provide Goods or to perform services under this Agreement shall enter into a business associate agreement. PHI shall be protected in accordance with the privacy, security, and confidentiality standards of HIPAA.