



St. Jude Children's Research Hospital PO Agreement for Services

This PO Agreement may not be varied, superseded, modified, or waived except with the express written agreement of St. Jude Children's Research Hospital, Inc. ("St. Jude"). No condition stated by Vendor in accepting or acknowledging this PO Agreement shall be binding upon St. Jude if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by St. Jude's written approval. Any additional or different terms proposed by Vendor are objected to and rejected unless expressly assented to in writing by St. Jude. In the event there are conflicting terms and conditions between the PO Agreement and an additional valid agreement fully executed by both parties (the "Other Agreement"), the Other Agreement will prevail through the term of the Other Agreement.

NO WAIVER. St. Jude's failure to enforce its rights under this PO Agreement at any time, for any period of time, is not a waiver of those rights.

DATE OF PERFORMANCE. In its acceptance of any quotation offer, St. Jude relies on the promised service performance date as material and basic to its acceptance. Because time is of the essence with respect to the services provided under this PO Agreement, if Vendor fails to perform as and when promised, St. Jude may cancel its order, or any part of it. Vendor will pay for any loss or expense sustained as a result of Vendor's failure to perform as promised.

PAYMENT TERMS. Subject to this PO Agreement, St. Jude shall pay to Vendor the purchase price reflected in the St. Jude Purchase Order according to the payment schedule, if any, reflected in the Purchase Order. A price that results from Vendor's oral or written quotation is firm and not subject to change. Other prices may be changed only with the express written permission of the St. Jude Materials Management Department. Vendor shall invoice St. Jude for payment in advance, and St. Jude shall make payment within forty-five (45) days following St. Jude's receipt of Vendor's complete, accurate, and undisputed invoice, or on its due date, whichever is later.

GPO AFFILIATION. If St. Jude is a member of a Group Purchasing Organization ("GPO") which has entered into GPO Agreement with Vendor for any or all of the goods provided hereunder, Vendor warrants that St. Jude may access and is receiving pricing at a tier for which St. Jude is eligible, or better. In the event there is a change in St. Jude's GPO at any time during the term of this Agreement, St. Jude may use another GPO Agreement to which St. Jude and Vendor are both parties or may enter into a local agreement for any or all of the products or services provided hereunder. St. Jude will have the right to terminate this Agreement without penalty upon sixty (60) days prior written notice at which time St. Jude and Vendor may enter into a new GPO or local agreement for any or all products or services provided hereunder.

TAX EXEMPTION. St. Jude is a nonprofit organization, exempt from federal and state income tax, federal transportation taxes, and certain state and local sales and use taxes. St. Jude is not required to pay such taxes and such taxes should not be charged. St. Jude will provide proper certification of its tax-exempt status on Vendor's request. If a third party asserts that St. Jude must be charged taxes pursuant to this PO Agreement, St. Jude will work directly with the third party to resolve the matter.

TERMINATION. St. Jude may terminate this PO Agreement or any order under this PO Agreement for cause in the event of any default by Vendor. The following are causes, among others, allowing St. Jude to terminate this order: (i) late delivery, (ii) delivery of goods that are defective or that do not conform to this PO Agreement, or (iii) failure upon request to provide St. Jude with reasonable assurances of future performance. Additionally, St. Jude may forthwith cancel this PO Agreement in the event of any of the following: (i) insolvency of Vendor; (ii) the filing of an involuntary or voluntary petition of bankruptcy against Vendor; (iii) the execution by Vendor of an assignment for the benefit of creditors; or (iv) the appointment of a receiver over Vendor's assets.

Either party may terminate this Agreement if the other party refuses or fails to perform or otherwise breaches any of its obligations under this PO Agreement and does not cure the breach or failure to perform within thirty (30) days after receiving written notice specifying the nature of the breach or failure to perform. St. Jude may terminate this Agreement without cause upon forty-five (45) days' written notice.

WARRANTIES. Vendor warrants that its work will: (1) be performed in accordance with the applicable industry standards for such work; (2) be with high degree of care and skill; and (3) include all work materials necessary to perform the services under this PO Agreement.

MAINTENANCE OF EQUIPMENT. Vendor represents and warrants that the equipment shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of, and repairs thereto shall be made so that the value and operating efficiency of the equipment shall be maintained and preserved. Further, Vendor agrees to adhere to the Equipment Maintenance and Repair Service and Security Addendum which can be found on www.stjude.org/vend.

CONFIDENTIALITY. Vendor shall hold confidential, whether or not so marked, any oral or written information, regardless of format, that Vendor obtains or uses in connection with performing this Agreement, including but not limited to designs, drawings, specifications, technical data, models, operations information, manufacturing processes or methods, trade secrets or other proprietary data delivered, disclosed, or made available to Vendor by St. Jude, and any patient information to which Vendor, its agents, affiliates, subcontractors, officers, directors and employees ("Vendor Personnel") may have access at any time. Vendor shall not, without St. Jude written consent, use, copy, or disclose this or any other St. Jude confidential information, except to its personnel with a need to know it in order to perform Vendor's obligations hereunder. Vendor shall inform any person to whom any such information is disclosed that Vendor and that person are obligated to strictly maintain the confidentiality of the information. Except upon permission as provided in the section titled "USE OF ST. JUDE NAME," Vendor shall not disclose to a third party, advertise, publish, or release any statement mentioning St. Jude, Vendor's relationship or agreement with St. Jude, any terms contained herein, the fact of discussions between Vendor and St. Jude, or the fact that Vendor has furnished or contracted to furnish St. Jude with goods or services, or otherwise use the name of St. Jude. Both parties acknowledge that the restrictions relating to confidential information contained in this Agreement are reasonable and necessary, that violation of these restrictions could cause damage to St. Jude, and that St. Jude will be entitled to injunctive relief against each violation.

St. Jude shall have the right to disclose pricing and other terms of this PO Agreement to St. Jude's attorneys, accountants, group purchasing organizations, and other third parties retained by St. Jude provided they agree to hold this information confidential.

DISCLOSURE OF DISCOUNTS. Vendor acknowledges that St. Jude may report the cost of goods or services purchased from Vendor to government agencies. Vendor will provide accurate and complete information to St. Jude on the purchase price of the goods or services, including any discounts and rebates, so that St. Jude may fulfill any applicable obligations.

INTENT OF THE PARTIES. It is not the intent of either St. Jude or Vendor that any payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any goods or services. All payments made pursuant to in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the goods or services provided.

FRAUD AND ABUSE LAWS. This PO Agreement provided hereunder is not intended to and does not induce purchase of any items or services reimbursed by any Federal Healthcare Program (as that term is defined under the Social Security Act) or state health care program. Each Party, after due inquiry, acknowledges and agrees that the transaction contemplated by this Agreement represents fair market value for any services or goods that may be rendered by one Party to the other and that the same is not intended, directly or indirectly, to constitute remuneration in return for referrals or purchase of services between the Parties. Neither Party is required to recommend the other for provision of services as a condition of this Agreement. Further, each Party shall comply with the Medicare/Medicaid Anti-Kickback Statute, 42 U.S.C § 1320a-7b and the Federal Self-Referral Law (“Stark”), as applicable, and have structured this Agreement to do so.

CONFIDENTIALITY OF HEALTH INFORMATION. The parties recognize that St. Jude is a covered entity under 45 C.F.R. Parts 160, 162 and 164 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its applicable regulations. The parties further acknowledge that Vendor may be a “business associate” of St. Jude as that term is used and defined in HIPAA. In order to enable St. Jude to meet its obligation under HIPAA, if Vendor is a “business associate” (as defined under HIPAA) of St. Jude, the parties agree to comply with the provisions of the Business Associate Agreement that will be entered into by the parties and made a part of either this PO Agreement or any resulting agreement. Even if Vendor is not a Business Associate, Vendor and its employees and agents may not disclose or share any protected health information of St. Jude to which Vendor or its employees or agents may gain access, and with respect to any protected health information of St. Jude, Vendor will ensure that any agents or subcontractors, agree to the same restrictions and conditions that apply to the Vendor under the Agreement.

WARRANTY OF NON-EXCLUSION. Vendor represents and warrants that neither it nor any of its Vendor Personnel are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, or any FDA program, and that neither Vendor its employees are not listed on the databases at <https://exclusions.oig.hhs.gov/>, <https://sam.gov/content/exclusions>, or [Clinical Investigator – Disqualification Proceedings Database](#), or their successors, or any state exclusions or sanctions databases. Vendor further represents that no final adverse action by the federal or a state government is threatened or pending, or has occurred, against Vendor, its Vendor Personnel. Vendor further represents that it nor any its Vendor Personnel have not been convicted of a criminal offense as set forth in 42 U.S.C. § 1320a-7, including but not limited to an offense related to the provision of healthcare items or services. Vendor will immediately notify St. Jude of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give St. Jude the right to terminate this Agreement immediately for cause.

COMPLIANCE WITH LAWS AND REGULATIONS. Vendor represents and warrants that all goods and services it furnishes to St. Jude have been or will be manufactured and furnished in accordance with, and Vendor agrees to comply with, all applicable federal and state laws (including the Fair Labor Standards Act), orders, rules, regulations, and executive orders. Vendor and its Vendor Personnel shall perform all duties under this PO Agreement in strict compliance with international and U.S. Federal, state, and local laws, rules, regulations, and ordinances, and shall comply with all applicable laws, rules, regulations, and policies of all governmental authorities and accrediting agencies having jurisdiction over physicians, allied health professionals, or this PO Agreement, including the Foreign Corrupt Practices Act, Bribery Act, the applicable standards of the World Medical Association, and the prevailing community standard of care.

O.S.H.A. (Occupational Safety and Health Administration). Vendor will ensure that all goods, including chemicals, equipment, and materials used in the performance of this PO Agreement conform to O.S.H.A. standards.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) ii and 41 C.F.R. § 60-741.5(a), if applicable. **St. Jude, as a government contractor, and Vendor, to the extent applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a).** 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 (including pregnancy and transgender status), 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 (including pregnancy and transgender status), sexual orientation, gender identity, national origin, protected veteran status, or disability. Vendor also shall not discriminate based upon age, genetic information, payment source, or marital status, as applicable. Vendor affirms that it is an equal opportunity and affirmative action employer and complies with all applicable federal, state, and local laws and regulations. Vendor will maintain a work environment free from discrimination, disruption, intimidation, coercion, and harassment. Upon St. Jude's request, Vendor will notify St. Jude promptly of incidents in which the rights of St. Jude employees, patients, visitors, or physicians may have been violated.

ANTI-TERRORISM. Vendor is familiar with the U.S. Executive Orders and laws (including but not limited to E.O. 13224, P.L. 107-56, and FAR 52.225-13) that prohibit provision of resources and support to sanctioned persons or individuals or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union, and shall use reasonable efforts to ensure that none of the funds that St. Jude provides under this Agreement will be used in support of or to promote violence, terrorist activity or related training, or money laundering. To the best of Vendor's knowledge, Vendor has not provided during the previous ten (10) years, and will take reasonable steps to ensure that Vendor does not and will not knowingly during the term of this Agreement, provide support or resources to any individual or entity that is or has been sanctioned or has committed, attempted to commit, advocated, facilitated, or participated in violence, terrorist acts, or money laundering.

EXPORT CONTROL. Vendor, its Vendor Personnel agree to comply with all U.S. export control laws, rules, and regulations. If Vendor is providing any goods, data or services that are controlled by the Departments of State, Commerce, Treasury, or Homeland Security regulations related to export control, as modified from time to time, it must notify St. Jude (by fax at 901-595-3963), and receive prior authorization from, St. Jude before delivery. St. Jude must be notified before Vendor ships export-controlled material to St. Jude. The notification provided by Vendor must identify each export-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Vendor agrees that if it fails to notify St. Jude that it is providing export-controlled items, data or services, it shall reimburse St. Jude for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.

APPROPRIATE INTERACTION WITH US GOVERNMENT PERSONNEL AND FOREIGN GOVERNMENT PERSONNEL. St. Jude conducts business with the highest level of integrity and in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA"). Consistent with the FCPA, St. Jude prohibits the payment by St. Jude personnel or agents of "anything of value" (i.e., anything with objective or subjective value, such as cash, entertainment, promises of future employment or charitable contributions made at the request of a foreign official) to a foreign official for any purpose. In addition, the U.S. government regulates the type of business courtesies that can be given to U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S.

government of a gift, favor or other gratuity in violation of these rules is prohibited.

HEALTH AND HUMAN SERVICES AUDIT. Until the expiration of four (4) years after the furnishing of any services under this Agreement, Vendor shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Vendor which are necessary to certify the nature and extent of costs incurred under this Agreement. If Vendor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

INDEMNIFICATION. Vendor agrees to defend, indemnify and hold harmless St. Jude, its parent(s), subsidiary(ies), affiliated and related companies, and its respective directors, officers, employees, and agents from any and all claims, demands, liabilities, lawsuits, settlements, judgments, actions, damages and expenses, whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to (i) any negligent act or omission of Vendor, its employees, agents, contractors, officers, or directors, exclusive of that portion of any liability resulting from the negligence of ST. JUDE, its agents or employees; (ii) any material breach or violation of its representations and warranties contained herein; (iii) any failure of performance of its duties and responsibilities under this Agreement; or (iv) any product defect or product failure.

INFRINGEMENT AND MISAPPROPRIATION. Vendor will defend, indemnify and hold harmless St. Jude, its directors, officers, employees, and agents, from any and all claims, demands, liabilities, lawsuits, settlements, judgments, actions, damages, and expenses, whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to alleged or actual misappropriation or infringement of any copyright, trademark, trade name, trade dress, trade secret, patent, or any other third party intellectual property right as to any goods or services subject to this Agreement. Vendor will be given adequate notice and control of the defense of such claims.

INSURANCE. During the term of this Agreement, Vendor agrees to carry, at its own expense, the following policies of insurance, of the types and in the minimum amounts as listed, with responsible insurance carriers who are duly qualified in those locations where Services are to be performed, covering the operations of Vendor pursuant to this Agreement, including:

- a. Commercial general liability, with coverage of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate;
- b. Errors and omissions, with coverage of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate;
- c. Professional liability, with coverage of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate;
- d. Workers' compensation, with coverage to meet applicable statutory and regulatory limits; and
- e. Automobile insurance for all vehicles brought onto St. Jude's premises, and/or to the extent that Vendor will be driving on behalf of St. Jude, which shall apply to all liability arising out of the ownership or use of any automobile, with at least \$1,000,000 combined single limit per accident, for bodily injury and property damages.

The above-referenced policies shall be primary without right of contribution from any insurance by St. Jude. Vendor shall ensure that St. Jude is named as an additional insured on such policies and that St. Jude is provided and consistently possesses current certificates of insurance evidencing the agreed-upon coverages. In addition, Vendor will ensure that any of its contractors performing work related to this Agreement will carry insurance as set forth above, and Vendor agrees to indemnify St. Jude for the acts and omissions of Vendor's contractors. St. Jude shall be given at least thirty (30) days' notice of

any cancellations or material changes to the required policies. These insurance requirements shall be deemed continuing and shall survive any termination or expiration of this Agreement. Upon the termination or expiration of this Agreement, to the extent that Vendor's insurance is or at any time during the term of the Agreement has been "claims made" insurance rather than "occurrence," Vendor will: (i) purchase "tail" coverage to continue the liability insurance coverage for the period during which Vendor rendered services hereunder, or (ii) continue in full force and effect the same level of coverage on a claims made basis, in either case upon such terms and conditions as St. Jude deems appropriate and until the longest applicable statute of limitations for general, errors and omissions, or professional liability for acts committed by Vendor and Vendor's employees or agents has expired. Inadequate insurance or lack of insurance shall be grounds for St. Jude to immediately terminate this Agreement for cause.

SUBCONTRACTORS. If Vendor uses subcontractors for any part of the manufacture of the goods or performance of the services hereunder, Vendor shall be responsible and liable for all acts or omissions of its subcontractors. Vendor must notify St. Jude of the use subcontractors for any activity relating to the goods or services provided hereunder occurring on St. Jude's premises. This PO Agreement shall be applicable to all subcontractors and Vendor is responsible for enforcement. Vendor will maintain a contractor management program to ensure that subcontractors comply with the vendor requirements of St. Jude. The Vendor is responsible to flow down to its sub-suppliers all applicable St. Jude requirements, including regulatory requirements where required.

VENDOR CODE OF CONDUCT. Vendor agrees that in performance of this PO Agreement it and its Vendor Personnel: will adhere to the rules, regulations, policies and procedures, and standards of conduct, including ethical and professional standards and including **St. Jude Vendor Code of Conduct, available at www.stjude.org/vend**.

Vendor recognizes that St. Jude is a pediatric research hospital whose patients are primarily children. Vendor represents and warrants that it will and will ensure that its Vendor Personnel performing work on the St. Jude's premises under this PO Agreement, if required, will comply with the requirements of the St. Jude Vendor Credentialing System.

Vendor will not allow any Vendor Personnel to provide services if they are listed in the Tennessee Sex Offender Registry, National Sex Offender Registry, or Tennessee Abuse Registry (links to which are available at <https://sor.tbi.tn.gov/search> and <https://apps.health.tn.gov/AbuseRegistry/default.aspx>).

Vendor acknowledges that its Vendor Personnel who are not in compliance with St. Jude Vendor requirements will not be permitted on, or may be asked to leave St. Jude's premises.

DEFICIT REDUCTION ACT COMPLIANCE. Vendor is referred to the DRA Notice to Vendors available at www.stjude.org/vend.

GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee regardless of the choice of law rules of any jurisdiction. Vendor agrees that goods and/or services covered by this PO Agreement are provided in the State of Tennessee. For that reason, each party irrevocably agrees that the courts located in Shelby County, Tennessee, shall have the sole and exclusive jurisdiction with respect to any action or proceeding at law or in equity arising out of or relating to this Agreement. Each party submits to the personal jurisdiction of, and venue in, the Tennessee court(s) and waives any claim of lack of jurisdiction, improper venue, or that Tennessee venue constitutes an inconvenient forum.

FORCE MAJEURE. Either party is excused from performing its obligations if Contractor is ill or incapacitated, St Jude has a fire, accident, cyber-attack, or an event that makes performance under this Agreement impossible, impracticable, or that frustrates the essential purpose of this Agreement, or an event that is beyond either Party's reasonable control, by way of example, including but not limited to a war, fire, accident, virus, or pandemic and associated quarantine or

work travel restrictions, government shutdown or restriction, local, state, or national government or civil actions, supply chain disruptions, civil unrest, terrorism, adverse weather conditions, local, state or national labor dispute, or other circumstances or any inability due to a disrupting cause beyond the party's reasonable control without the party's fault. A party may, on written notice to the other party, extend performance period until the circumstance or condition has been remedied. The parties will work diligently to perform their obligations as soon as practicable. If a Force Majeure event delays performance under this Agreement for more than twelve (12) months, this Agreement may be terminated by either party without continuing obligations.

BUSINESS CONTINUITY. Notwithstanding the Force Majeure terms in this PO Agreement, whenever, due to fire, accident, local labor dispute, or other disaster, crisis, or emergency that affects St. Jude ("Emergency"), Vendor shall use its best efforts to treat St. Jude as first priority in vendor's delivery of goods, services, or supplies. It is Vendor's responsibility to anticipate, prepare for, and fulfill all contract obligations in an Emergency and respond to St. Jude's needs promptly.

INDEPENDENT CONTRACTOR. The relationship of Vendor to St. Jude is that of independent contractor. No employer-employee, joint venture, or partnership is established, expressly or by implication, nor shall any Vendor Personnel of Vendor be deemed to be the employee or agent of St. Jude or vice versa. Neither party nor its employees or agents shall have the right to bind the other, to transact any business in the other's name or on behalf of the other, or to make any promises or representations on behalf of the other, except as is reasonably necessary for the parties to perform services in accordance with this PO Agreement. Vendor is responsible for providing benefits, withholding taxes, and complying with labor and tax requirements with respect to its Vendor Personnel. Vendor shall indemnify, defend, and hold harmless St. Jude for any failure to do so that contributes to losses, penalties, fines or expenses on the part of St. Jude.

AUTHORIZATION TO WORK IN THE UNITED STATES. Vendor represents and warrants that individuals performing services under this Agreement on the St. Jude campus are 18 years old or older and are authorized to work in the United States. Vendor will provide true and correct copies of the front and back of the drivers' license (or other approved documentation) of the individuals who will be coming onto the St. Jude campus.

ASSIGNMENTS. This PO Agreement shall not be construed as permitting assignment of any right or obligation hereunder, and such assignment by either party is prohibited without the express written consent of the other party.

USE OF ST. JUDE NAME. Neither Vendor nor any of its Vendor Personnel, shall use the St. Jude name, trade or service marks, or logos, or the names of current or former St. Jude employees or affiliated physicians or faculty, except upon the prior written consent of the American Lebanese Syrian Associated Charities' CEO, or his or her designee, in concurrence with the St. Jude CEO. Vendor will not make public or announce this PO Agreement or its relationship or dealings with St. Jude. Such prohibition on use of the St. Jude name, trade or service marks, or logos, includes and is not limited to any social media platforms, Vendor, Vendor Personnel, and any Subcontractor websites and social media platforms. Vendor shall take such actions as are necessary to ensure that the limitations contained in these provisions are communicated to employees and Board members, and that the limitations are observed. Any limitations of liability set forth in the Agreement shall not apply to any breach or violation of the restrictions relating to disclosure of confidential information or use of St. Jude's name, logo, marks, or other trademarks. Vendor shall indemnify St. Jude for any violation of this provision by Vendor or its employees, agents, officers, directors. Vendor may not approach a St. Jude patient or family for purposes of stories, profiles, testimonials, news, public awareness, or any other publicity.

SUNSHINE ACT REPORTING. St. Jude is not a teaching hospital under the Patient Protection and Affordable Care Act's "Sunshine Act" provisions, and therefore this is not a reportable transfer of value under the Patient Protection and Affordable Care Act.

GRANTS. If federal grants are involved with this PO or contract, Vendor must comply with additional provisions as noted here: <https://www.stjude.org/contact-us/vendor-information.html>.

WORKS MADE FOR HIRE. St. Jude shall own irrevocably and exclusively throughout the world all works of authorship and all copyrights and other rights (including moral rights) therein, invented, created, reduced to practice, authored, developed, or delivered by Vendor, St. Jude, any third party, solely or jointly, whether written, oral, or otherwise, all derivative works, and any other materials created or furnished by Vendor which result in whole or in part from the Services provided under this PO Agreement; and all copies of the foregoing (“Work Product”). All Work Product shall be considered “work made for hire” (as defined in the U.S. Copyright Act, 17 U.S.C. §§ 101, et seq.) and owned by St. Jude. If any of the Work Product may not by operation of law be considered “work made for hire” or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in St. Jude, without further consideration Vendor hereby irrevocably assigns to St. Jude all right, title, and interest in and to all such Work Product. The Parties agree that neither intends for any of the Work Product to be a joint work under U.S. copyright laws, and Vendor waives any right or claim to moral rights, including the rights of paternity and integrity, regarding any such Work Product.

OWNERSHIP PROTECTION. St. Jude shall have the right to obtain and hold in its own name copyrights (including moral rights), registrations, and any other protection available in the Work Product. Vendor agrees to perform such further necessary or desirable acts to transfer, perfect, and defend St. Jude’s ownership of the Work Product. Vendor shall take no action that jeopardizes St. Jude’s rights; shall keep the Work Product free and clear of all claims, liens, and encumbrances; and shall provide St. Jude with all materials or information prepared by or for Vendor related thereto, retaining no copies. Neither this Agreement nor transmission or disclosure of any Proprietary Information grants Vendor any expressed or implied rights by license or otherwise, including under any patents, know-how, copyrights, trademarks, trade secrets, or other intellectual property owned or controlled by St. Jude or to any name, trademark, trade dress, logo, or equivalent of St. Jude or any of its affiliates.

DATA SECURITY. For transactions involving software services, Vendor agrees to the following: (i) Vendor shall promptly provide information to St. Jude’s Information Security Risk Management team as reasonably requested to evaluate Vendor’s information security practices and shall enter into an Information Security Addendum if requested; (ii) Vendor shall utilize administrative, physical, and technical safeguards designed to protect St. Jude’s data from unauthorized access, disclosure, acquisition, destruction, use, or modification; (iii) Vendor shall adhere to any applicable law relating to data security; (iv) Vendor shall implement an adequate cybersecurity framework based on one of the nationally recognized standards; (v) Vendor and any subcontractors shall not perform any of the services from outside of the United States without St. Jude’s express written authorization; (vi) Vendor shall not allow any St. Jude data to be sent by any medium, transmitted, or accessed outside the United States without St. Jude’s express written authorization. In the event of a Security Breach involving St. Jude data, Vendor shall give notice to St. Jude within 2 business days of discovery. “Security breach” for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, Vendor shall provide St. Jude with a post-incident report documenting all containment, eradication, and recovery measures taken. St. Jude reserves the right in its sole discretion to enlist a third party to audit Vendor’s findings and produce an independent report, and Vendor shall fully cooperate with the third party. Vendor shall also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

RESELLER WARRANTY. In the event Vendor is acting as a reseller of products or services, Vendor warrants that it has the right to transfer each Product or Service to St. Jude. Further,

Vendor will pass through to St. Jude any available warranties that are not provided directly to St. Jude and, if any such warranties are not transferable, Vendor will enforce them on behalf of St. Jude.

AMBIGUITIES. Ambiguities in this Agreement will not be construed against the drafter of the contract language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

INVALIDITY. If any provision of this PO Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

ENTIRE AGREEMENT. This PO Agreement along with the Purchase Order constitute the full understanding of, and the entire agreement between, the parties. All prior agreements, negotiations, dealings and understandings regarding the goods or services that are the subject of this transaction, whether written or oral, are superseded by this PO Agreement and the Purchase Order. Terms, conditions, or other provisions contained in any prior or subsequent document, including terms, conditions, or other provisions contained in the quote or invoice, are expressly rejected and are not a part of the agreement between the parties. Any changes shall be in writing and executed by both parties.