

## **Agiliti Health Inc.'s Supplemental Vendor/Subcontractor Terms and Conditions**

1. Subcontracted Services. Agiliti Health, Inc. ("Agiliti") will subcontract to vendor/subcontractor ("Subcontractor"), and Subcontractor shall perform, the services and/or supply the products (the "Subcontracted Services") set out in the underlying agreement including without limitation Agiliti's Purchase Order Terms and Conditions for Products ("Agreement"). These supplemental vendor/subcontractor terms and conditions ("Subcontractor T&C's") are hereby incorporated into the Agreement. Agiliti Health, Inc.'s subsidiaries may also subcontract for Subcontracted Services and any agreement entered into by an Agiliti subsidiary shall be deemed an Agreement under here and have incorporated by reference these Subcontractor T&Cs and the same shall apply to such subsidiary as Agiliti hereunder. Subcontractor shall assume toward Agiliti all obligations and responsibilities that Agiliti assumes under its agreement with the end customer ("End Customer Agreement"). Agiliti shall have the benefit of all rights, remedies, and redress against Subcontractor that End Customer, in the End Customer Agreement, has against Agiliti, to the extent applicable to these Subcontractor T&C's. These Subcontractor T&C's govern in case of any inconsistency between the provisions of these Subcontractor T&C's and the provisions of the Agreement. Subcontractor acknowledges that it has read the copy of and understands its obligations under the Agreement. Notwithstanding anything to the contrary in these Subcontractor T&C's, Subcontractor (a) shall perform the Subcontracted Services to the satisfaction of Agiliti and (b) shall not subcontract the Subcontracted Services.

2. Confidentiality and Data Privacy. All non-public, confidential, or proprietary information of Agiliti and End Customer ("Confidential Information"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, personal information and sensitive personal information (as those terms are defined in applicable privacy laws), or rebates disclosed by Agiliti to Subcontractor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Subcontractor in providing the Subcontracted Services, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for Subcontractor's use in performing its obligations under the Agreement and may not be disclosed or copied unless authorized by Agiliti in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Subcontractor's breach of this Subcontractor T&C's; (b) is obtained by Subcontractor on a non- confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Subcontractor establishes by documentary evidence, was in Subcontractor's possession prior to Prime Contractor's disclosure hereunder; or (d) was or is independently developed by Subcontractor without using any Confidential Information. Upon Agiliti's request, Subcontractor shall promptly return all documents and other materials received from Agiliti. Agiliti shall be entitled to injunctive relief for any violation of this Section. Agiliti collects, uses and shares personal information as needed to provide its services but does

not sell personal information. To learn more about Agiliti's collection and use of personal information view its Privacy and Data Collections Notices link in its website footer. In the event, Agiliti shares any personal information and/or sensitive personal information (as those terms are defined under applicable privacy laws) to Subcontractor for the purpose of processing or fulfilling the Subcontracting Services under the Agreement, Subcontractor acknowledges and agrees to be bound by the Agiliti Vendor Data Privacy Terms & Conditions located [here](#) on the Agiliti's website and are incorporated herein by reference. Subcontractor shall only use such information for the purpose of processing and fulfilling the Subcontracting Services. Subcontractor shall not collect, use, retain, disclose, sell, share or otherwise make such information available for Subcontractor's own commercial purpose or in any way that does not comply with Agiliti's Vendor Data Privacy Terms & Conditions.

3. Termination. At any time while this Agreement is in effect, either party may terminate the Agreement for cause, including insolvency and material breach, provided the non-defaulting party gives the other party written notice detailing the nature of its material breach of the Agreement. If the material breach remains uncured 30 days after notice to the breaching party, or if the breach is of a nature that cannot reasonably be cured in such 30-day period and the breaching party has failed to diligently commence and pursue actions necessary to cure the breach, then the non-defaulting party may terminate this Agreement at any time by providing written notice of the date of termination to the other party.

4. Effect of Expiration or Termination. Upon expiration or termination of the Agreement for any reason, Subcontractor shall promptly: (a) deliver to Agiliti all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Subcontractor in the course of performing the Subcontracted Services; (b) return to Agiliti all Agiliti-owned and End Customer-owned property, equipment, or materials in its possession or control; (c) remove any Subcontractor-owned property, equipment, or materials located at Agiliti's and/or End Customer's locations; (d) deliver to Agiliti, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on any Confidential Information; (e) provide reasonable cooperation and assistance to Agiliti in transitioning the Subcontracted Services to an alternate subcontractor as needed; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Subcontracted Services which have not been provided; (g) permanently erase all Confidential Information from its computer systems; and (h) certify in writing to Agiliti that it has complied with the requirements of this Section.

5. Independent Contractor. It is understood and acknowledged that in providing the Subcontracted Services, Subcontractor acts in the capacity of an independent contractor and not as an employee or agent of Agiliti. Subcontractor shall control the conditions, time, details, and means by which Subcontractor performs the Subcontracted Services. Agiliti shall have the right to inspect the work of Subcontractor as it progresses. Subcontractor has no authority to commit Agiliti or bind Agiliti to any obligation or liability or to act for or on behalf of Agiliti. Subcontractor shall be ineligible for and shall not receive any employee benefits from Agiliti and Subcontractor shall be solely responsible

for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees paid to Subcontractor hereunder.

6. Indemnification. Subcontractor shall indemnify, defend, and hold harmless Agiliti, End Customer, and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under the Agreement and these Subcontractor T&C's, and the cost of pursuing any insurance providers, (collectively, "Losses"), arising out of or resulting from any claim of a third party or Agiliti in connection with Subcontractor's negligence, willful misconduct, or breach of the Agreement. Subcontractor shall not enter into any settlement without Agiliti's prior written consent.

7. Compliance with Law.

(a) Subcontractor is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Subcontractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement.

(b) Pursuant to Agiliti's federal government contract(s) ("Government Contract(s)"), Agiliti is required to "flow down" certain FAR clauses of the Government Contract(s) to its "subcontractors," as that term is defined in the FAR. For all Subcontractors that meet the definition of "subcontractor" FAR definition in 52.203-13, the following additional terms shall apply to these Subcontractor T&C's. If any of the flow down provisions do not apply to a particular Agreement, such clauses are considered to be self-deleting. Subcontractor agrees it and all its employees, agents or permitted subcontractors performing Subcontracted Services pursuant to this Agreement will comply with any applicable Federal Acquisition Regulations that Agiliti is required to flow down as set forth in the Agiliti Flow Down Provisions available at <https://www.agilitihealth.com/resources/forms/> and as updated from time to time by Agiliti in accordance with mandates of the federal government. In addition to complying with obligations necessary for Agiliti to comply with FAR 52.219-9, as applicable, including without limitation Subcontractor and each of its subcontractors performing Subcontracting Services under this Agreement shall annually submit to Agiliti the *Agiliti Size Questionnaire* contained within the *Agiliti Vendor Application* or the *Agiliti Supplier Certification form*. Upon Agiliti's request, Subcontractor shall provide Agiliti with (a) written certification of Subcontractor's compliance with applicable laws and this provision; (b) written certification of the origin of any materials in the Products and domicile of any subcontractor; and (c) any additional information regarding the Subcontracting Services requested by Agiliti such that Agiliti may comply in a timely manner with its obligations under law. Subcontractor acknowledges and agrees any such revisions or additions of applicable Federal

Acquisition Regulations, as amended, are further incorporated into this Agreement and these Subcontractor T&C's. Notwithstanding the foregoing, if any terms and conditions contained in the Agiliti Flow Down Provisions conflict with any other terms and conditions contained in this Agreement and Subcontractor T&C's, the applicable term or condition of the Agiliti Flow Down Provisions will prevail and such contrary terms will have no force or effect, provided however, any reference to a "Disputes" clause in the Agiliti Flow Down Provisions shall not apply to any disputes between Subcontractor and Agiliti under this Agreement and Subcontractor T&C's.

8. Safety Protocols. 52.223-99 Ensuring adequate Covid-19 safety protocols for federal contractors.

(a) Definition. As used in this clause, United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands;  
and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. Subcontractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of the Agreement, for Agiliti or Subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. Subcontractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

9. Insurance. During the term of the Agreement and for a period of two (2) years after expiration or termination of the Agreement, Subcontractor shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability, which policy will include contractual liability coverage insuring the activities of Subcontractor under the Agreement. Upon Agiliti's request, Subcontractor shall provide Agiliti with a certificate of

insurance from Subcontractor's insurer evidencing the insurance coverage specified in this Section. The certificate of insurance shall name Agiliti as an additional insured. Subcontractor shall provide Agiliti with sixty (60) days' advance written notice in the event of a cancellation or material change in Subcontractor's insurance policy. Except where prohibited by law, Subcontractor shall require its insurer to waive all rights of subrogation against Agiliti.

10. General. The Agreement together with these Subcontractor T&C's contain the entire understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend the Agreement except by written instrument signed by the Parties. Subcontractor may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under the Agreement, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner, without the prior written consent of Agiliti.