

General Services Terms And Conditions

1. SERVICES AND SCOPE OF WORK.

1.1 Services. COMPANY agrees to provide to PB the Services as are described in an Ordering Document that is executed from time to time by both Parties. Each Ordering Document preferably shall be consecutively numbered. COMPANY shall not begin providing such Services to PB until the applicable Ordering Document has been executed by both Parties and COMPANY receives a purchase order for such Services. Such Services shall be provided in accordance with the provisions of the Agreement and the applicable Ordering Document and will be on either a fixed price or time and materials basis as specified in the applicable Ordering Document. Each Ordering Document creates a binding agreement subject to the terms and conditions of the Agreement. If there is any conflict or inconsistency between these terms and conditions and an Ordering Document, the order of preference specified in the applicable Agreement Order Form shall govern.

1.2 Obligations of COMPANY.

(a) COMPANY shall be responsible for the safe custody, including the prevention of copying by or transmission to unauthorized individuals, and insurance of any items provided to COMPANY by PB while such items are in COMPANY's care.

(b) Upon request by PB or if no further Services are being provided to PB, COMPANY and its Personnel shall deliver promptly to PB all property of PB, including all copies thereof.

2. CONSULTANT PERSONNEL.

2.1 COMPANY Staff.

(a) COMPANY will provide adequate Personnel to complete the Services specified in the applicable Ordering Document as set forth in the Ordering Document.

(b) Unless otherwise agreed to by the Parties, COMPANY warrants that COMPANY's Personnel shall observe the working hours, working rules, and policies of PB while working on PB's premises.

2.2 Independent Contractor.

(a) COMPANY acknowledges and agrees that COMPANY and its Personnel are engaged as independent contractors, on a non-exclusive basis, and not as employees or authorized agents of PB and shall not represent themselves to be employees or authorized agents of PB. Further, neither COMPANY nor its Personnel shall have any authority to enter into any contracts or binding commitments in the name of or on behalf of PB. COMPANY acknowledges that, as an independent contractor:

- (i) None of the benefits that are provided by PB to its employees (including, but not limited to holidays, vacations, disability insurance, worker's compensation benefits, severance plans, pensions or retirement or 401(k) plans, stock option, profit sharing, bonus or incentive compensation plans, or any other benefits), if any, shall be available to COMPANY or its Personnel. Exclusion of COMPANY and its Personnel from benefit programs maintained by PB is a material component of the terms of compensation negotiated by the Parties, and is not premised on such Personnel status as a non-employee with respect to PB. To the extent that COMPANY and its Personnel may become eligible for any benefit programs maintained by PB (regardless of the timing of or reason for eligibility), COMPANY hereby waives its right to participate in the programs. COMPANY's waiver is not conditioned on any representation or assumption concerning COMPANY's status under the common law test. COMPANY also agrees that its Personnel, consistent with such status, will not apply for any government-sponsored benefits that are intended to apply to PB employees, including, but not limited to, unemployment benefits.
- (ii) All Personnel used by COMPANY shall be deemed COMPANY's employees, agents, or subcontractors and such Personnel shall not be considered employees, agents, or subcontractors of PB for any purpose whatsoever. Unless otherwise agreed upon by the Parties, all Personnel shall be a W-2 employee of Contractor or one of its subcontractors. COMPANY assumes full responsibility for all actions of all such employees, agents and subcontractors while performing Services under the Agreement.
- (iii) Neither COMPANY nor its Personnel shall be covered under any insurance that PB may carry for its employees or business. COMPANY shall assume full responsibility for compliance with the Patient Protection and Affordable Care Act, as amended from time to time or any successor legislation ("PPACA"), by either (i) offering PPACA compliant health insurance to any eligible COMPANY Personnel (collectively, "Eligible Personnel"); or (ii) paying any employer responsibility assessments with respect to such Eligible Personnel. If COMPANY (or one of its subcontractors) receives notice from a government agency that such health insurance is noncompliant or that a penalty will be assessed relating to an Eligible Personnel, COMPANY must provide written notice to PB within thirty (30) days. The fees paid to COMPANY under the Agreement shall include the current, actual cost to COMPANY to provide PPACA compliant health insurance for such Eligible Personnel and shall be separately itemized on each invoice.
- (iv) Services shall be rendered by COMPANY in a timely and proper manner, provided, however, COMPANY shall perform such Services independently, rather than pursuant to the direction and control of any employee of PB. COMPANY shall be entitled to exercise such discretion and judgment in the provision of the Services as is appropriate to comply with COMPANY's status as an independent contractor including, without limitation, establishing schedules and work hours as well as controlling all other means and methods of performing Services under the Agreement.

(b) COMPANY shall defend, indemnify and hold harmless PB for any losses, damages, penalties, liabilities, costs and expenses (including, but not limited to court costs and reasonable attorney's fees) incurred by PB to the extent arising from an assertion that a COMPANY Personnel is misclassified as an independent contractor rather than as an employee of PB.

3. EXPENSES AND RECORDS. If Services are performed on a time and material basis, COMPANY shall provide monthly itemized invoices to PB for expenses incurred as a result of performing Services in accordance with each applicable Ordering Document. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by COMPANY in the performance of its Services hereunder, provided that: (i) PB has given its prior written consent for any such expenses; (ii) the expenses have been detailed on a form acceptable to PB and submitted to the appropriate PB contact for review and approval; and (iii) if requested by PB, COMPANY submits supporting documentation in addition to an expense form approved by PB.

4. COMPANY'S REPRESENTATIONS AND WARRANTIES.

4.1 Each of COMPANY's Personnel assigned to perform Services under any Ordering Document shall have the proper skill, training and background so as to be able to perform in a competent and professional manner, and all Services will be performed in a competent and professional manner consistent with industry standards and in accordance with the applicable Ordering Document.

4.2 COMPANY shall comply with all applicable federal, state, local and international environmental, health and safety laws and regulations in performing this Agreement. COMPANY shall dispose of, recycle, recover, or reclaim and not landfill any materials returned to COMPANY by PB in accordance with all applicable federal, state, local and international environmental laws and regulations of the country of material dispositioning.

4.3 EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT OR AN ORDERING DOCUMENT, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. WITHOUT IN ANY WAY LIMITING

THE GENERALITY OF THE FOREGOING, COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES REGARDING QUALITY, SUITABILITY OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

5. ARBITRATION. Any controversy, claim, or dispute between the Parties, directly or indirectly, concerning these terms and conditions or the breach hereof, or the subject matter hereof, including questions concerning the scope and applicability of this arbitration clause, shall be finally settled by arbitration in Stamford, Connecticut pursuant to the rules then applying of the American Arbitration Association. The arbitrator(s) shall have the right and authority to assess the cost of the arbitration proceedings and to determine how their decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator(s) shall be final and conclusive on the Parties to the Agreement; judgment upon such decision or award may be entered in any competent Federal or state court located in the United States of America; and the application may be made to such court for confirmation of such decision or award for any order of enforcement and for any other legal remedies that may be necessary to effectuate such decision or award.

6. SURVIVING SECTIONS

6.1 The following sections shall survive the termination or expiration of the Agreement: (i) Sections 2.2 and 4-6; and (ii) any other section that, by its nature, would continue beyond the termination or expiration of the Agreement.