

1. ACCEPTANCE: This Purchase Order is the Purchaser's (as designated on the first page) offer to Seller, and when accepted, by any act of performance, shall become a binding contract, subject to the terms and conditions herein. In the absence of a separately negotiated, written and executed agreement by the parties, this Purchase Order shall constitute the entire agreement. Terms or conditions added by Seller to invoices including those requiring Purchaser signature are null and void, even if signed by Purchaser in the normal course of business.

2. CONTAINERS: All drums, carboys or other containers to be returned to Seller must be shipped by Seller on a no-charge or consignment basis. No charges will be allowed for boxing, containers, or cartage unless agreed upon, in writing.

3. INVOICES: Unless otherwise specified in this order, invoices must be mailed not earlier than the day of shipment to Purchaser at the address given on the reverse side, attention Accounts Payable. Invoices must show the correct Purchase Order Number, invoice number, date, release number, line number when appropriate, quantity being billed for, units of measure, prices in terms of unit of measure and amount, and quantity or payment discounts in all instances.

4. SHIPPING INSTRUCTIONS: Original Bill of Lading must arrive with the shipment, marked for attention of Accounts Payable, unless otherwise instructed. Purchaser shall have the right at any time to specify the carrier or method of transportation and agrees to compensate Seller for the excess cost of any such specified transportation over the transportation cost for shipment in the manner designated in this Purchase Order. Seller shall list the Purchase Order Number, release number, and line number on the Original Bill of Lading. On all other shipping documents, Seller shall list the Purchase Order Number, release number, line number, shipment quantity, reference as required including form numbers, contract information or other communications. Unless otherwise agreed to, freight terms shall be FOB Destination, freight prepaid.

5. PRICES: In no case will price exceed the price set forth on the reverse side of this Purchase Order. Seller warrants that the prices set forth in the Purchase Order are not greater than prices charged to other customers of Seller for goods and services of like or substantially like grade and quality.

6. SPECIFICATION AND DELIVERY: Approval of sample by Purchaser will not relieve Seller of responsibility of furnishing parts or materials ordered herein to blueprint and/or specifications furnished by Purchaser. Any over-shipments are made at Seller's responsibility, Purchaser reserves the right to reject and return same at Seller's expense. Whenever requested to do so, by written instructions or blueprint notation, Seller will mark the goods covered by this Purchase Order in the manner specified by the Purchaser. If deliveries are so far behind schedule that Purchaser is compelled to use material not according to Purchaser's specifications, or at a higher cost, Seller agrees to pay whatever additional cost, expense, loss, or damage the Purchaser sustains, unless the delay is due to unforeseeable causes beyond the control and without the fault or negligence of Seller.

7. INSPECTIONS: All goods and/or work supplied under this Purchase Order shall be subject to Purchaser's rights of inspection and rejection. Rejected material will be held for Seller's instruction and at Seller's risk and, if Seller asks, shall be returned, at Seller's expense, for credit or refund at Purchaser's option. No returned material shall be replaced without a prior authorization from Purchaser. Purchaser reserves the right upon request to inspect the material on Seller's premises, and Seller agrees to provide access and facilities suitable for the inspection. Purchaser shall have the right to use non-conforming

material in the manner it deems necessary to meet Purchaser's contractual obligations to its customers, without waiving any right or remedy that Purchaser may have with respect to the material. Payment before inspection shall not be deemed a waiver of Purchaser's rights to inspect and reject, and the inspection, testing, acceptance, or use of material (or the absence of it) shall not be deemed a waiver of Purchaser's right to revoke acceptance with respect to material containing latent defects.

8. CANCELLATION: Purchaser reserves the right at any time before delivery to cancel this Purchase Order, in whole or in part, without cause, by a written notice to Seller. If Purchaser cancels the order as provided in the Purchase Order, and if the goods that are the subject of this order are manufactured specifically for Purchaser and cannot be sold to others in the ordinary course of business of any entity engaged in Seller's business, then Purchaser shall reimburse Seller for the following costs reasonably and necessarily incurred by Seller: costs of direct labor and materials for all completed items and work in process, minus the salvage value; and costs of materials procured specifically for this order that are not subject to cancellation by Seller and are not standard items usable in other applications, minus the salvage value. Any claim resulting from cancellation must be submitted by Seller within 30 days of the date of the notice of cancellation and must be supported by cost data in form and detail that may reasonably be required by Purchaser. If the goods or work supplied are for ultimate use by the federal or state government or any political subdivision or government agency, and Purchaser cancels this order as a result of the cancellation of an order to Purchaser, then Seller agrees to accept Seller's prorated share of the amount that Purchaser is able to obtain from its customer, for canceling the order, as a full and final settlement of amounts due Seller for the cancellation. This paragraph states Seller's exclusive rights against Purchaser and Purchaser's total obligations to Seller with respect to any cancellation of this order without cause, and Purchaser's obligations contained in this paragraph shall not apply in the case of a termination resulting from a breach by Seller.

9. INTELLECTUAL PROPERTY: Seller shall promptly disclose to Purchaser all original materials, tangible or intangible work product, and Deliverables developed, invented, discovered, created, authored, or otherwise originated (whether alone or jointly with others) under this Agreement ("Work Product") upon its development, invention, discovery, creation, authoring or origination. Seller agrees that all Work Product and all intellectual property rights therein shall be the sole and exclusive property of Purchaser. Seller agrees to assign and does hereby expressly assign and transfer to Purchaser all right, title and interest worldwide in and to the Work Product and all intellectual property rights contained therein. All works of authorship forming Work Product shall be, to the extent possible, considered a "work made for hire" for Purchaser under the United States Copyright Laws and are the sole and exclusive property of Purchaser, and shall immediately vest in Purchaser. To the extent that any such Work Product does not qualify as "work for hire" under applicable law, Seller hereby irrevocably and exclusively assigns to Purchaser all right, title and interest in and to all such Work Product, agrees to sign all necessary or appropriate documents to register the any intellectual property in the name of Purchaser, and shall cause its personnel to assign, at the time of creation for the Work Product, without the right of any further consideration, all right, title and interest in or that they may have in such Work Product. To the extent that the Work Product includes materials existing as of the effective date of this Agreement, or materials of Seller's licensors ("Pre-Existing Materials"), Seller hereby grants to Purchaser a perpetual, royalty-free, paid-up, irrevocable, transferable, sublicensable, worldwide, non-exclusive right and license to use, execute, reproduce publicly perform, display, modify, improve, create derivative works of, distribute, transmit, import, make, have made, sell and offer to sell and otherwise exploit any

Pre-Existing Materials, including all such modifications, improvements and derivative works thereof, solely to the extent such Pre-Existing Materials are incorporated in, combined with or otherwise necessary or useful to use or exploit the Work Product for any purposes or reasonably required in connection with Purchaser's receipt of the Work Product. Notwithstanding the foregoing, Seller shall not incorporate any Pre-Existing Materials in any Work Product without prior written permission of Purchaser.

10. ASSIGNMENT: Seller shall not assign this Purchase Order without Purchaser's prior written approval. Notwithstanding any provision to the contrary, in the event Purchaser grants approval, the assignee must agree to be bound by the terms and conditions of this Purchase Order in the same manner as Seller.

11. WARRANTY: In the absence of any other warranties provided in a written contract between the Purchaser and Seller, the Seller warrants that articles or materials to be furnished hereunder will be merchantable and free from defects of material or workmanship; will conform to Seller's samples and to descriptions, specifications, data and drawings, if any, furnished to Seller by Purchaser; and further, that said articles or Materials will be suitable and fit for the purpose intended, provided, Purchaser informs Seller of the purpose intended and Seller fails to notify Purchaser promptly of non-suitability of said goods or services for said purpose. The warranties of Seller in this paragraph shall not be deemed exclusive, but are in addition to any and all other warranties, express or implied, that may exist, arise, or be created by operation of law or otherwise.

12. INDEMNIFICATION: Seller shall indemnify and hold harmless Purchaser against any and all third-party claims, losses and actions, including all costs and attorney fees, caused, in whole or in part, by Seller's (or its employees, subcontractors or agents) negligence, willful misconduct, fraud, embezzlement, or any other dishonest act in the performance of its obligations under this Purchase Order or Seller's breach of any material provisions hereof, or for actual or alleged direct or contributory infringement of any patents, trademarks or similar rights because of the sale or use of any materials specified herein. Seller further agrees that it shall, at its own cost and expense, defend every suit which may be brought against the Purchaser, or any party selling or using any of Purchaser's products (provided Seller is promptly notified of the institution of such suit) for any alleged infringement of patent rights, trade- mark rights, or similar rights arising out of the sale or use of said article or materials, and to pay all expenses and fees of counsel which shall be incurred in connection with the defense thereof, and all costs, damages and profits recoverable in every such suit. This obligation survives the term of this Purchase Order.

13. CERTIFICATE OF INSURANCE: If requested by Purchaser, Seller agrees to provide Purchaser with current Certificates of Insurance prior to the commencement of any work; Seller agrees that it shall not allow its personnel or equipment on Purchaser's premises until a copy of the Seller's current Certificate of Insurance has been provided to Purchaser. All insurance coverages and limits noted herein must be maintained while this agreement is in force. Certificates will state that all coverage carried by Seller is primary with respect to any coverage carried by Purchaser. Each certificate provided must evidence its date of expiration together with, at a minimum, the coverage specified herein; Coverage - Minimum Limit Requirement:

Workers Compensation-Statutory/Employers Liability - \$500,000 each accident/disease - each employee/limit;

General Liability - \$1,000,000 each occurrence; \$2,000,000 Aggregate;

Automobile Liability -\$1,000,000 combined single limit;

Excess ("Umbrella") - if carried, indicate amount on certificate.

Seller agrees further to provide Purchaser with Certificates of Insurance for any other applicable coverage requested.

14. REMEDIES AND RIGHTS: The remedies reserved in this Purchase Order shall be cumulative and in addition to any other or further rights or remedies available at law or equity. No waiver by Purchaser of any breach of any provision of this order shall constitute a waiver of the provisions or waiver of any subsequent breach of such provision.

15. FEDERAL CONTRACTS: Seller certifies and represents that in the performance of this Purchase Order it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and orders. Any provision which is required to be a part of this Purchase Order by virtue of such law, regulation rule or order is incorporated herein by reference including but not limited to, Executive Order 13465 (Employment Eligibility Verification; 73 FR 67704 and Executive Order 13496 (Employee Rights Under National Labor Relations Act): 29 CFR 471, Appendix A to Subpart A. The contractor and subcontractor 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, 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 qualified veterans and individuals with disabilities.

16. VERBAL UNDERSTANDINGS: It is understood and agreed that there is no verbal understanding or agreement between Purchaser and Seller altering the terms and conditions of this Purchase Order.

17. DISCOUNT: Unless otherwise agreed to in writing, invoices are subject to payment terms of 2%/15, net 60.

18. COMPLIANCE WITH LAW: Both parties will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Agreement and includes, but is not limited to, security incident notification obligations and unauthorized access or disclosure of personally identifiable information. In addition, Seller shall not discriminate against any employees or applicants for employment and shall take affirmative action to ensure that qualified applicants are employed and employees are not treated differently because of race, color, religion, sex, age, national origin, disability status, protected activity, veteran status, height, weight, genetic information, gender identity, sexual orientation, marital status, familial status, citizenship, or pregnancy, child birth, or a related condition in regard to any position for which the employee or applicant for employment is qualified. Seller agrees to post in conspicuous places, available to employees and applicants for employment, applicable notices provided by the Secretary of Labor.

19. CONFIDENTIALITY:(1) All such information made known to any party during the term of this Agreement shall be considered "Confidential Information", including but not limited to the terms and conditions of this Agreement. During the term of this Agreement and thereafter, all Confidential

Information shall remain such disclosing party's property. The parties agree that Confidential Information, written or oral, acquired either: i) in the course of performance of services under this Agreement, or ii) otherwise related to any purpose communicated during the Agreement term, shall remain confidential and may be further disclosed only with written consent from the disclosing party. The parties agree that this provision shall not limit or restrict Purchaser from sharing Confidential Information with its wholly owned subsidiaries. The parties agree that this provision shall not limit or restrict Purchaser from sharing Confidential Information in furtherance of its business objectives with employees, contractors, or consultants, provided that such employees, contractors, or consultants are under confidentiality obligations at least as stringent as those set forth herein. At the conclusion of work or upon written request, all files containing Confidential Information shall be promptly returned to the disclosing party, or at the disclosing party's sole discretion, erased or rendered permanently inaccessible. Upon the disclosing party's request, the receiving party shall deliver a written statement that a diligent search and inquiry has been made for any Confidential Information, and that all such Confidential Information was returned, erased, or rendered permanently inaccessible. Neither party may keep or use any Confidential Information after the engagement is completed, except to the extent required by law. Notwithstanding anything to the contrary contained herein, the provisions of this Section shall not apply to any information which: (i) at the time disclosed to, or obtained is in the public domain; (ii) becomes part of the public domain through no fault of the receiving party; (iii) was communicated by a third party who is not, to the receiving party's knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by operation of law. The obligations of this Section survive the term of this Agreement.

20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA"): (1) If Seller performs or assists Purchaser in the performance of services that involve the use or disclosure of Protected Health Information ("PHI"), then the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), regulations promulgated thereunder, and any applicable stricter state or federal laws, require that PHI be protected from inappropriate uses or disclosures. Seller agrees to treat PHI as confidential information and to comply with the requirements of applicable law. (2) PHI, in electronic form or otherwise, may be accessed, used or disclosed only when required by law or as otherwise necessary to enable Seller to perform the functions, activities, services and operations required by this Purchase Order and any statement of work. (3) The requirements and limitations on "business associates" (as defined in the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 ("Privacy Standards")) or on business associate contracts that are found in 45 C.F.R. § 164.504(e)(2) and in 45 C.F.R. § 164.314(a)(2) (contained in 45 C.F.R. Part 160 and Subparts A and C of Part 164 ("Security Rule")), as such rules may be amended from time to time, are hereby incorporated by reference (4) Seller shall, within three (3) business days of becoming aware of (1) a Security Incident (as defined in 45 C.F.R. §164.304), (2) the Breach of unsecured PHI (as defined in 45 C.F.R §164.402), or (3) an access, use or disclosure of PHI in violation of this Agreement by Seller, its officers, directors, employees, contractors, or agents, or by a third party to which Seller disclosed PHI, report any such disclosure to Purchaser. (6) Seller shall comply with applicable laws that require notification to individuals in the event of an unauthorized access to or release of personally-identifiable information ("PII") or PHI, as defined by applicable state or federal law, or other event requiring notification ("Notification Event"), whether such Notification Event was the responsibility of Seller or a third party to which Seller disclosed PII or PHI. When notification to individuals is required by law or determined by

Purchaser, in its sole discretion, to be necessary, whether such Notification Event was the responsibility of Seller or a third party to which Seller disclosed PII or PHI, Seller shall coordinate with Purchaser to (a) investigate the Notification Event, (b) inform all affected individuals and (c) mitigate the Notification Event. At Purchaser's sole discretion, mitigation includes but is not limited to securing credit monitoring or protection services for affected individuals. Seller shall be responsible for any and all costs associated with responding to and mitigating such Notification Events, including but not limited to mailing costs, personnel costs, attorney fees, credit monitoring costs, and other related expenses or costs.

Notwithstanding any limitation of liability provided in this or any other agreements, including statements of work, between the parties, Seller agrees to indemnify, hold harmless, and defend Purchaser from and against any and all claims, damages, fines, costs or other related harm associated with Notification Events. (7) Seller shall indemnify and hold Purchaser harmless from any and all liability, damages, costs (including reasonable attorney fees and costs) and expenses imposed upon or asserted against Purchaser arising out of any claims, demands, awards, settlements, fines or judgments relating to Seller's access, use or disclosure of PHI contrary to law. (8) Upon the effective date of any amendment to the Privacy Standards or the Security Rule or the effective date of any other final regulations with respect to PHI, this Section and the Agreement of which it is part, shall automatically be amended so that the obligations they impose on Seller shall remain in compliance with such regulations.

21. RIGHT TO AUDIT: (1) Access to Records: With reasonable notice and during usual business hours, Seller agrees to allow Purchaser, or its designated third party (under confidentiality provisions no less stringent than those set forth in this Agreement), to audit those relevant facilities, systems, business records policies, procedures, internal practices, books, system procedures and records, and/or data logs, of Seller and/or its subcontractors, as necessary to ensure compliance with this Agreement and any applicable federal and state laws, and to verify that Seller's invoices were true and correct for time, travel, or other expenses billed under the Agreement. Ensuring compliance with this Agreement includes, but is not limited to, ensuring that adequate HIPAA related privacy and security standards, including appropriate administrative, technical, and physical safeguards have been identified, and are implemented by Seller to prevent the unauthorized disclosure of Protected Health Information. Seller shall cooperate with Purchaser in all reasonable respects in connection with such audits. (2) Time Periods: Except as otherwise stated in this Agreement or otherwise required under the law (including a six (6) year retention period for HIPAA related transactions, and a ten (10) year retention period for Medicare/Medicaid transaction), Seller will maintain adequate records of all matters relating to this Agreement for a period of three (3) years after the expiration of this Agreement in a manner that permits review. Except for: (i) audits in connection with incidents relating to notification obligations attendant to security incidents and unauthorized access or distribution of personally identifiable information, or (ii) audits otherwise required under the law, Purchaser's right to audit under this section will be retained by Purchaser for a period of three (3) years from the date of final payment under this Agreement or any sub-agreement hereto to which the records relate. This Section shall survive the term of this Agreement. (3) Non-Waiver: Purchaser's failure to detect, notify, or require Seller's remediation of any unsatisfactory goods or services, does not relieve Seller of its responsibility to comply with this Agreement, does not constitute acceptance of such practice, and does not constitute a waiver of Purchaser's enforcement rights under this Agreement. (4) Certifications: Within thirty (30) days of BCBSM's written request, Seller shall, at Seller's sole cost and expense, perform a SSAE 16 SOC 1 Type II certification (or equivalent, i.e., ISAE 3402) relating to Seller's business and operations, and provide BCBSM with copies of the results. If Seller has already performed an annual SSAE 16 SOC1 Type II

certification (or equivalent, i.e., ISAE 3402) within the current year, then Seller need only provide BCBSM with copies of the results of such SSAE 16 SOC 1 Type II certification (or equivalent, i.e., ISAE 3402). (5) Seller Internal Audits: If Seller conducts or contracts to have conducted, an internal audit or review of the services performed under any agreement with Purchaser, Seller shall provide Purchaser with a copy of such audit or review within thirty (30) days of Purchaser's written request. This applies to audits/reviews performed by or at the request of any federal or state regulatory agencies. The selection of an independent auditor by Seller to conduct an internal audit of Seller does not preclude Purchaser from conducting an audit in accordance with the terms contained herein.

22. ADVERTISING AND MARKS: Seller shall not, in any manner, advertise or publish the fact that it has furnished, or contracted to furnish, Purchaser with goods or services. Seller shall not use, display or publish Purchaser's logos, brands or trademarks without Purchaser's prior written consent.

23. GOVERNING LAW: This Purchase Order shall be governed by and construed according to Michigan law.

24. SUBCONTRACTORS: Seller shall not subcontract its obligations under this agreement to any third-party company or individual unless Seller provides Purchaser with written notice and Purchaser subsequently provides written approval of such subcontractors.

25 INDEPENDENT CONTRACTOR: Seller is an independent contractor and, as such, shall assume responsibility for its own employees and permitted independent contractors and shall make all reports and deductions for social security and withholding taxes and for contributions for unemployment compensation funds as required by applicable law. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Seller. Seller is responsible for calculation and payment of all applicable taxes.