

ACTS Retirement-Life Communities, Inc. and its Related Entities (Acts)
General Terms for Purchase Orders

1. Purchase Order. Supplier and/or Service Provider proposals shall remain firm for a period of at least sixty (60) days. Acceptance of Supplier and/or Service Provider's proposal by Acts and subsequent purchase order ("Purchase Order") issued against the proposal shall constitute a binding enforceable contract. The Purchase Order shall identify the detailed scope of work, description of major parts and supplies, unit costs and labor costs, including hourly labor rates, and a detailed timeline for the completion of the services. The Purchase Order and these terms ("Terms" and collectively with the Purchase Order, this "Agreement") comprise the entire agreement between the parties governing the provision of the services. Supplier and/or Service Provider must complete and return the Acts Supplier and/or Supplier and/or Service Provider Application Form, available from Procurement and Contract Management at (267) 787-4055.
2. Services. The Supplier and/or Supplier and/or Service Provider shall provide the services to Acts as described in the Purchase Order (the "Services") on a non-exclusive basis, in accordance with the terms and conditions of the Agreement. Acts may provide Supplier and/or Supplier and/or Service Provider with access to its premises, materials, information, and systems to the extent needed for the performance of the Services. Unless otherwise specified in the Purchase Order, Supplier and/or Supplier and/or Service Provider shall furnish, at its own expense, the materials, equipment, and other resources necessary to perform the Services. Supplier and/or Supplier and/or Service Provider shall comply with all access rules and procedures communicated to Supplier and/or Supplier and/or Service Provider, including those related to safety, security, and confidentiality.
3. Deliverables. All intellectual property rights, together with all of the goodwill associated therewith, in and to all documents, work product and other materials that are delivered to Acts under or prepared by or on behalf of the Supplier and/or Supplier and/or Service Provider in the course of performing the Services, including any items identified as such in the Purchase Order (collectively, the "Deliverables") shall be owned exclusively by Acts. Supplier and/or Supplier and/or Service Provider agrees that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for Acts. To the extent that any of the Deliverables do not constitute a "work made for hire," Supplier and/or Supplier and/or Service Provider hereby irrevocably assigns, without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.
4. Rate Structure; Fees and Expenses. In consideration for the satisfactory provision of the Services by Supplier and/or Supplier and/or Service Provider, Acts agrees to pay the agreed upon fees set forth in the Purchase Order (the "Fees"). Acts shall pay all undisputed Fees within forty-five (45) days after Acts' receipt of an invoice submitted by Supplier and/or Supplier and/or Service Provider/in accordance with the payment schedule set forth in the Purchase Order. Supplier and/or Supplier and/or Service Provider is responsible for any travel or other costs or expenses incurred in connection with the performance of the Services, and in no event shall Acts reimburse Supplier and/or Supplier and/or Service Provider for any such costs or expenses. Without prejudice to any other right or remedy it may have, Acts may set off at any time any amount owing to it by Supplier and/or Supplier and/or Service Provider against any amount payable by Acts to Supplier and/or Supplier and/or Service Provider under this Agreement.
5. Term and Termination.
 - a. The term of the Agreement shall be as specified in the Purchase Order, unless terminated in accordance with the provisions of Section 5(b) (the "Term"). Any extension of the Term will be subject to mutual written agreement of the parties.
 - b. Acts or Supplier and/or Supplier and/or Service Provider may terminate this Agreement without cause, upon thirty (30) days' written notification. Acts may terminate this Agreement with immediate effect upon written notice to Supplier and/or Supplier and/or Service Provider, if Supplier and/or Supplier and/or Service Provider:
 - (i) has not performed or complied with any of the terms of this Agreement, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
 - c. At the termination of this Agreement, regardless of the conditions of termination, Supplier and/or Supplier and/or Service Provider shall: (i) return all of Acts' property under Supplier and/or Supplier and/or Service Provider's care;

(ii) return all original documents or extracts therefrom and any other Confidential Information (as defined in Section 11) obtained and destroy all other information concerning the Services provided hereunder except for that information Supplier and/or Supplier and/or Service Provider deems necessary for its records, all of which Supplier and/or Supplier and/or Service Provider shall maintain as confidential under the terms of this Agreement; and (ii) leave Acts' property under Supplier and/or Supplier and/or Service Provider's care in as good condition as it was at the time of acceptance of this Agreement, as determined by Acts.

6. Representations and Warranties. Supplier and/or Supplier and/or Service Provider represents and warrants to Acts that: (a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (b) it has, and shall maintain during the Term, such qualifications and licenses and approvals as may be required to perform the Services, all as set forth in the Purchase Order; (c) it is in compliance with, and shall perform the Services in compliance with, all applicable laws, including but not limited to, the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act or 1970 (29 U.S.C.651, PL 91-596), as amended and/or supplemented from time to time; (d) Acts will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and (e) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in the Purchase Order.
7. Limitation of Liability. Supplier and/or Supplier and/or Service Provider hereby agrees that the work to be performed under this Agreement will be performed entirely at Supplier and/or Supplier and/or Service Provider's risk, and that Supplier and/or Supplier and/or Service Provider assumes all responsibility for the subject matter of this Agreement. Supplier and/or Supplier and/or Service Provider will solely be entirely responsible for his/her acts during the performance of this Agreement. Nothing in this Agreement shall exclude or limit: (a) Supplier and/or Supplier and/or Service Provider's liability under Section 6, Section 8, and Section 11 hereof; or (b) Supplier and/or Supplier and/or Service Provider's liability for fraud, personal injury, or death caused by its negligence or willful misconduct.
8. Indemnification. Supplier and/or Supplier and/or Service Provider shall defend, indemnify and hold harmless Acts, and its subsidiary, affiliated, or related entities, its successors or assigns, and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to, in whole or in part, the Services or Supplier and/or Supplier and/or Service Provider's negligence, willful misconduct or breach of this Agreement. Supplier and/or Supplier and/or Service Provider shall not enter into any settlement without Acts' or Indemnitee's prior written consent.
9. Insurance. During the term of this Agreement, Supplier and/or Supplier and/or Service Provider shall, at its own expense, obtain and maintain in full force and effect, the following insurance coverages against claims for injuries to persons or damages to property arising out of the performance of Supplier and/or Supplier and/or Service Provider, its consultants, subcontractors, or sub-subcontractors, or anyone they employ directly or indirectly, or for whose acts they may be liable:
 - a. Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Supplier and/or Supplier and/or Service Provider shall cause Acts, and its affiliated and related entities, to be named as additional insureds on a primary and non-contributory basis on all General Liability policies (by specific endorsement thereto) and shall provide additional insured coverage to the full limits of liability purchased by Supplier and/or Supplier and/or Service Provider.
 - b. Commercial Automobile Liability Insurance, covering owned, long-term leased, hired, and non-owned vehicles, in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage. Supplier and/or Supplier and/or Service Provider shall cause Acts, and its affiliated and related entities, to be named as additional insureds on a primary and non-contributory basis on all Auto Liability policies (by specific endorsement thereto) and shall provide additional insured coverage to the full limits of liability purchased by Supplier and/or Supplier and/or Service Provider.

- c. Workers' Compensation Insurance as required by law, including Employers' Liability Insurance in an amount not less than \$500,000.
- d. If applicable, Professional Liability (aka Errors & Omissions) coverage in an amount not less than \$1,000,000 per claim, and \$1,000,000 general aggregate, with all coverage retroactive to the earlier of the date of this agreement, or the commencement of Supplier and/or Supplier and/or Service Provider's services, in relation to the work.

All coverages must be on a primary and non-contributory basis, with a waiver of subrogation in favor of Acts, and its affiliated and related entities, attached to all policies. The policies must be issued by carriers with a current A.M. Best rating of "A-" or higher and endorsed to provide thirty (30) days' advance notice to Acts of any cancellation, non-renewal, or material change in coverage. Supplier and/or Supplier and/or Service Provider must provide Acts with an Acord Certificate of Insurance naming Acts, and its affiliated and related entities, as certificate holders, along with a copy of the additional insured endorsements.

- 10. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 11. Confidentiality. All non-public, confidential or proprietary information of Customer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Customer to Supplier and/or Supplier and/or Service Provider, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Supplier and/or Supplier and/or Service Provider without the prior written consent of Customer. Confidential Information does not include information that is: (a) in the public domain; (b) known to Supplier and/or Supplier and/or Service Provider at the time of disclosure; or (c) rightfully obtained by Supplier and/or Supplier and/or Service Provider on a non-confidential basis from a third party. Supplier and/or Supplier and/or Service Provider shall use the Confidential Information only for the purpose of providing Services under this Agreement. Customer shall be entitled to injunctive relief for any violation of this Section. If, in the course of providing the Services, Supplier and/or Supplier and/or Service Provider will have access to any Protected Health Information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, the parties agree that such access, use, or disclosure shall require the execution of a separate Business Associate Agreement, between the parties, which shall govern Supplier and/or Supplier and/or Service Provider's obligations with respect to PHI.
- 12. Security.
 - a. Supplier and/or Supplier and/or Service Providers and sub-contractors, as applicable, shall conduct criminal background checks on any personnel scheduled to be present on Acts' campuses and be able to provide documentation upon request to indicate such person has not been convicted at any time of a prior felony charge. If it is discovered that Supplier and/or Supplier and/or Service Provider or sub-contractor personnel working on Acts campus has been convicted of a prior felony charge, they may not provide services on an Acts property.
 - b. Supplier and/or Supplier and/or Service Provider shall comply with all rules, regulations and policies of Acts, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Acts to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.
 - c. Supplier and/or Service Provider acknowledges that various, appropriate areas of Acts' campuses are under video surveillance. The use of video surveillance by authorized Acts personnel is solely for the purposes of ensuring the safety of residents and staff, controlling theft and identifying individuals who behave in a disruptive manner or cause damage to property belonging to Acts, its residents or staff. Supplier and/or Service Provider agrees to the use of such video surveillance to the extent that any such approval is required by law.

13. Nondiscrimination. Neither party shall discriminate against any patient, employee or other persons on account race, color, creed, sex, ancestry, age or national origin. Both institutions shall comply with requirements of Title VI of the Civil Rights Act of 1964.
14. Assignment; Subcontract. Supplier and/or Service Provider shall not assign this Agreement without the prior written consent of Acts. No subcontract shall be made with any other party to furnish any of the Services to be provided in accordance with this Agreement without the prior written consent of Acts. If utilizing a subcontractor, prior to the start of work, Supplier and/or Service Provider shall obtain certificates of insurance from any sub-contractor as evidence of the required coverage as set forth in Section 8 and shall provide such certificates to Acts upon request.
15. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted, and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the parties to enforce this Agreement shall be brought in any state or federal court located in the Commonwealth of Pennsylvania, County of Montgomery. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
16. Waiver. No waiver by Acts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Acts. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
17. Miscellaneous.
- a. Prior Agreement Superseded. This Agreement, together with any documents incorporated herein by reference, constitute the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Purchase Order, these Terms shall govern, unless the Purchase Order expressly states that the terms and conditions of the Purchase Order shall control. This Agreement expressly limits Supplier and/or Service Provider's acceptance to the terms of this Agreement. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Supplier and/or Service Provider's general terms and conditions or any other document issued by Supplier and/or Service Provider in connection with this Agreement.
 - b. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.
 - c. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
 - d. Amendment and Modification. This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.