

## **CompuNet Clinical Laboratories, LLC**

### **General Terms and Conditions**

#### **TERMS AND CONDITIONS.**

These CompuNet Clinical Laboratories, LLC ("CompuNet") General Terms and Conditions, as they may be amended from time to time (the "Terms and Conditions"), shall apply to and be incorporated into any existing agreement between CompuNet and its Clients for services provided by CompuNet (referred to herein as the "Agreement"). To the extent any provision of these Terms and Conditions conflicts with any provision of the Agreement between the parties, these Terms and Conditions shall govern and control. Any conflicting language in the Agreement shall be deemed superseded solely for purposes of interpreting and applying the provisions of these Terms and Conditions. CompuNet reserves the right to make updates to these Terms and Conditions at any time, without prior notice to Client.

#### **RECORDS.**

If any services to be provided under the Agreement are federally funded, or otherwise subject to the requirements of the Department of Health and Human Services (HHS), until the expiration of four (4) years after the furnishing of Laboratory Services pursuant to the Agreement, CompuNet shall, upon written request, make available to the Secretary of HHS, the Comptroller General, or any of their duly authorized representatives, the Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by Client under the Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over a twelve (12) month period. The availability of CompuNet' books, documents and records will at all times be subject to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. CompuNet' disclosure under this provision will not be construed as a waiver of any legal rights to which CompuNet or Client may be entitled under statute or regulation. If CompuNet performs any of its duties pursuant to this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve (12) month period, then such subcontract shall include a provision that is substantially similar to the language set forth in this provision.

Record Retention. Both parties shall retain all records, including Protected Health Information or "PHI," as required by applicable laws and regulations.

#### **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF

THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **INDEPENDENT CONTRACTOR.**

It is understood and agreed that CompuNet and Client are independent contractors engaged in the operation of their own respective businesses, and that CompuNet is providing services under the Agreement as an independent contractor.

### **ASSIGNMENT.**

Neither party may assign or transfer the Agreement without prior written consent of the other party, except CompuNet may subcontract testing to affiliated laboratories or subcontractors and may refer work to affiliates.

### **NOTICE.**

All notices required or permitted under the Agreement must be sent by email to the designated notice address for each party and will be deemed delivered when the sender receives a delivery or read receipt from the recipient's mail server; notices must be sent to the addresses set forth below (or to such other email addresses as a party provides in writing), and a copy sent by recognized overnight courier or certified mail is optional but not required for effectiveness unless an email address has not been provided by the Client.

Notices to CompuNet: [cclcontracts@compunetlab.com](mailto:cclcontracts@compunetlab.com).

Notices to Client: To the address set forth in the Agreement.

Either party may change its address to which notices shall be sent by a notice similarly sent.

### **EXCLUDED PROVIDER.**

Each party represents and warrants that neither it, nor its employees/agents are or have at any time been an excluded provider (i.e., convicted of a crime related to health care or currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid)). Each party shall notify the other within five days after it receives notice that the notifying party is an excluded provider. The party receiving the notice shall have the right to terminate this agreement immediately upon receipt of such notice.

### **INSURANCE.**

Each party shall provide and maintain professional and general liability insurance coverage with total limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage per year ("Liability Insurance"), and each will provide a certificate of such Liability Insurance to the other. Each party shall be responsible for payment of all premiums to maintain such Liability Insurance in force throughout the Term of the Agreement (as set forth in the Agreement). If such insurance is "claims made", an extended reporting endorsement ("Tail") for such Liability Insurance shall be purchased in the event of the termination of the Agreement, and such policy holder shall be responsible for and shall pay any such Tail insurance premium.

Each party shall also maintain workers' compensation insurance covering its employees at such levels as will satisfy its obligations under the workers' compensation laws of the State of Ohio.

The provisions of this section shall survive termination of the Agreement.

#### **COMPLIANCE WITH LAWS.**

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act (HIPAA). This paragraph will survive termination of the Agreement.

#### **CONFIDENTIALITY.**

The clinical records of patients and other information transmitted through the Interface, relating to the ordering of laboratory tests and/or result reporting ("Patient Data") is confidential information and constitutes Protected Health Information under HIPAA. The parties agree to use Patient Data consistent with permitted and required uses under HIPAA and in accordance with other Applicable Laws. Except as required by law, the Agreement is confidential and may not be disclosed to third parties without the prior written consent of both parties. The provisions of this paragraph will survive termination of the Agreement.

#### **CHANGE IN LAW.**

In the event there is a change in applicable federal or state law, including but not limited to, Medicare or Medicaid laws, regulations, or general instructions (or interpretation thereof) of the Internal Revenue Service, or the adoption of regulations, any of which materially and adversely affect the relationship with the parties to one another hereunder, or otherwise makes the performance of any material term or condition of the Agreement

illegal or impossible, the parties shall, upon written notice of one party to the other of such event, negotiate in good faith using their best efforts to modify the Agreement in order to comply with any such change. In the event the parties are unable thereafter to agree upon reasonable modification to the Agreement, either party may terminate the Agreement upon ten (10) days' prior written notice to the other.

#### **CORPORATE COMPLIANCE.**

Client understands that CompuNet operates a corporate compliance program for compliance with all federal and state statutes, rules, and regulations, particularly as they pertain to governmental payers. Client agrees to cooperate with a CompuNet Corporate Compliance Officer or designee in any investigation related to compliance issues.

#### **PRICING RULE.**

CompuNet may adjust pricing no more than once in any calendar year.

#### **GOVERNING LAW & VENUE.**

The Agreement and these Terms and Conditions shall be construed in accordance with the laws of the State of Ohio. Any disputes that arise under the Agreement shall be resolved in a court of competent jurisdiction located in Montgomery County, Ohio.

#### **SEVERABILITY.**

If any provision of these Terms and Conditions or the Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining portion of the provision and all other provisions shall not be affected or impaired and shall remain in full force and effect.

These Terms and Conditions were last revised on 1/13/2026.