

## GENERAL TERMS AND CONDITIONS

The following terms and conditions ("Terms") apply to the Offsite Immunization Clinic Services Agreement ("Agreement") between Publix Super Markets, Inc. on behalf of itself and its affiliates ("Publix") and the Company signing the Agreement. Publix and Company are each a "Party" and collectively the "Parties." Capitalized terms used but not defined, shall have the meanings in the Agreement.

### ARTICLE 1. REPRESENTATIONS AND WARRANTIES

**1.1 Generally.** Each Party represents and warrants: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was organized; (ii) the person executing the Agreement on behalf of the warranting Party is duly authorized to bind the Party to all terms and conditions of the Agreement; (iii) the Agreement, when executed and delivered by the warranting Party, will be the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms; and (iv) the execution, delivery and performance of the Agreement by the warranting Party does not and will not conflict with, or constitute a breach or default under, its charter documents, delegations of authority or any material agreement, contract commitment, or instrument to which the warranting Party is a party, or require the consent, approval or authorization of, or notice, declaration, filing or registration with, any third party or governmental or regulatory authority.

### ARTICLE 2. PRIVACY AND CONFIDENTIALITY

**2.1 Privacy.** The Parties warrant that they are familiar with requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations governing the use and disclosure of protected health information, and shall comply with all applicable HIPAA requirements and state privacy laws that govern or otherwise place restrictions on the Parties' use or disclosure of the Participants' confidential health information in the course of their performance under the Agreement. Both Parties warrant they will cooperate with the other Party during their performance under the Agreement to help keep both Parties in compliance with HIPAA and applicable state health information privacy laws.

**2.2 Confidentiality.** Except to the extent explicitly allowed under the terms of the Agreement, the Parties (i) agree to keep in confidence during the Term of the Agreement and subsequent thereto all financial and operation information reasonably identified by a Party as proprietary to it ("Proprietary Information"), and (ii) shall not disclose Proprietary Information other than to fulfill its obligations under the Agreement or as may be authorized by the other Party or as required by law.

### ARTICLE 3. INDEMNIFICATION

**3.1 Publix Indemnitor.** Publix shall indemnify, defend, and hold Company harmless for any loss, liability, claim or lawsuit, including reasonable attorneys' fees (collectively "Losses"), incurred by Company, arising solely from Publix's negligence.

**3.2 Company Indemnitor.** Company shall indemnify, defend, and hold Publix harmless from Losses arising from (i) the presence, services or other activities of any of Company's employees, agents or contractors, or the Participants; or (ii) the performance, use or operation of the Company's accommodations or furnishings; except to the extent such incident, occurrence or damage giving rise to the Losses was caused solely by the negligence of Publix.

### ARTICLE 4. INSURANCE

**4.1 Publix's Insurance.** Throughout the Term, Publix shall maintain a druggists' liability immunization occurrence-based insurance policy with a limit of liability of not less than two hundred and fifty thousand dollars (\$250,000) per occurrence and one million dollars (\$1,000,000) in the aggregate covering each occurrence of bodily injury arising from Publix's immunization services in connection with the Agreement. Publix shall not be required to name Company as an additional insured party under such policy. Notwithstanding the foregoing, Publix shall be entitled to self-insure to cover its obligations under the Agreement provided that its net worth equals or exceeds the sum of \$250,000,000. If Publix's net worth ever falls below \$250,000,000, then the Parties shall mutually agree upon acceptable insurance coverage as applicable to the Agreement.

**4.2 Company's Insurance.** Throughout the Term, Company shall maintain Comprehensive General Liability occurrence-based insurance policy with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate covering each occurrence of bodily injury and property damage.

### ARTICLE 5 MISCELLANEOUS

**5.1 Amendment.** This Agreement may only be amended by an instrument in writing signed by both Parties.

**5.2 Assignment.** Neither Party shall have the right to assign the Agreement to a third party without the written consent of the other Party. Any permitted Assignee shall assume all obligations of its Assignor under the Agreement. No assignment shall relieve any Party of responsibility for the performance of any obligations that have already occurred.

**5.3 Attorney's Fees.** In connection with any legal proceeding brought to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing Party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in appeals, administrative proceedings, or in mediation or arbitration.

**5.4 Choice of Law; Venue.** The Agreement shall be governed by, enforced, and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of laws purposes. Venue for any litigation arising out of the Agreement shall exclusively be in a court of competent jurisdiction residing in the state in which the Services were performed.

**5.5 Enforceability.** A Party shall not be deemed to have made or accepted an offer to enter into any business arrangement or transaction because it has submitted an unsigned draft of the agreement to the other Party. The Agreement shall not bind either Party in any manner unless it has been executed and delivered by both Parties.

**5.6 Entire Agreement.** The terms and conditions set forth in the Agreement constitute all the terms and conditions to which the Parties have agreed, and no other terms or conditions in the future shall be valid and binding on either Party, unless reduced to writing, executed by both Parties, and attached to the Agreement as an amendment.

**5.7 Force Majeure.** A Party shall not be deemed to have breached the Agreement if its delay or failure to perform all or any part of its obligations hereunder results from a condition beyond its reasonable control including, without limitation, acts of God or the public enemy, flood, storm, hurricane, strikes, power or communication line failure, statute or rule or action of any federal, state or local government agency. In such event, the Parties agree to use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform.

**5.8 Independent Contractors.** Nothing in the Agreement shall create any relationship between the Parties other than that of independent entities contracting with each other solely for effecting the provision of the Agreement. Neither Party, nor any of their respective representatives, shall be construed to be the agent, employee, or representative of the other Party.

**5.9 Laws and Regulations.** Each Party shall comply with all laws applicable to its respective duties under the Agreement. Nothing contained within the Agreement shall prevent Participants from exercising freedom of choice in obtaining Services from other sources.

**5.10 No Assumption of Liabilities.** Publix, by entering into and performing the Agreement, shall not become liable for any of the existing or future obligations, liabilities, or debts of Company.

**5.11 Publix Trademark Protection; Use of Company Logo.** Company shall not use any name, trademark, service mark, trade name or other commercial or product designation belonging to Publix without the prior written consent of Publix in each instance. The Parties further agree that Company may request Publix to print the Vouchers under the Agreement with Company's logo printed on the Vouchers. To the extent that such a request is made and to the extent that Publix, in its sole and absolute discretion, agrees to this request, Company expressly permits Publix's use of Company's logo for this purpose.

**5.12 Severability.** In the event one or more of the provisions contained in the Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine any of the Party's rights and benefits hereunder.

**5.13 Survival.** Articles 2 and 3, and Sections 3.2, 5.3, 5.4, 5.9, 5.10, 5.11 and 5.13 shall survive the expiration, termination, or nonrenewal of the Agreement.