

BHSF Supplier Portal Terms and Conditions

The Baptist Health South Florida (“BHSF”) Supplier Portal (the “Portal”) is provided as a means to facilitate the acquisition and provision of goods and services by BHSF and its affiliates through transactions on the Portal (“Transactions”). Suppliers using the BHSF Supplier Portal must agree to abide by all BHSF Supply Chain Services Policies and Procedures and these Terms and Conditions (“Terms and Conditions”) in using the Portal for any Transactions with BHSF and any of its affiliates. Your continued access and use of the Portal is conditioned upon your agreement to each of the terms and conditions set forth in these Terms and Conditions. Please take time to read them carefully. If you do not agree to be bound by each of the following terms, please do not sign in or otherwise continue to access the Portal.

- 1) Supplier has read, understood, and agrees to adhere to all of the following (NOTE: have each be a link to the document):
 - BHSF Confidentiality Pledge
 - BHSF Code of Ethics
 - BHSF Purchase Order Terms and Conditions
 - BHSF Supplier Relations Policy/Supply Chain Policies and Procedures
 - BHSF Supplier Travel Reimbursement Guidelines

- 2) All Transactions shall be subject to the [BHSF Purchase Order Terms and Conditions](#) (link) unless as determined by BHSF in its sole discretion:
 - a. a current, valid agreement, is in place between Supplier and BHSF (an “Existing Agreement”);
 - b. the Existing Agreement is appropriately referenced as the terms applicable to the acquisition of goods and services in a Transaction through the Portal, and;
 - c. the Transaction is approved by an authorized BHSF representative.

- 3) Registration on this portal does not designate Supplier as an “approved” supplier for Baptist Health. Supplier agrees not to make any statements, announcements or releases that imply or could in any way be interpreted that Supplier is an approved vendor or supplier of BHSF or any of its affiliates, or include any names or logos of BHSF or any of its affiliates on any customer or client lists without the express prior written permission of BHSF.

- 4) The Supplier certifies that no officer, executive, or director of Baptist Health South Florida or its affiliates has received or will receive within twelve (12) months, any compensation, grant, award or item of value in excess of \$300 in connection with the award of any contract, except as fully disclosed by attachment. Furthermore, the company signing this form certifies that no officer of the company holds a position on the Board of Directors of Baptist Health South Florida or on the Board of Directors of any BHSF affiliate.

- 5) Registration on this portal is not inclusive of registration for Vendormate. Vendormate is a vendor management system designed to streamline the collection, screening, and management of key Supplier information such as compliance status, immunizations, and training. There is a nominal, annual fee charged to Supplier and which covers Supplier, as well as all Supplier that interact with Baptist Health. You can find more information at <https://baptisthealth.vendormate.com>.

- 6) Baptist Health South Florida assumes no responsibility for the maintenance of bidder contact information, and promptly updating all such information should any changes be required and/or to contact BHSF for assistance.
- 7) Future Updates. As our business and use of the Portal continues to evolve, we may update and revise these Terms and Conditions over time. We will provide notice of any material changes by posting revised Terms and Conditions in the Portal. Any changes will become effective immediately when posted in the Portal and will govern all access and use of the Portal thereafter. You agree that your continued use of the Portal following our posting of any revision will constitute your formal acceptance and agreement to the Terms and Conditions as revised.
- 8) Access and Use. Your continued access and use of information and features presented in the Portal remains at all times within BHSF's exclusive discretion and control. We may revoke or limit your Portal access at any time, or alter the Portal's functionality, its features or the extent to which information is accessible to you through the Portal as we see fit.
- 9) Binding Authority. By accessing the Portal, you represent and warrant that you have proper authority to do so and to bind your company with respect to all Transactions through the Portal, including but not limited to, including approval of information relating to products and services to be sourced through you, agreement to updates and changes to our Supplier Terms and Conditions, confirmation of inventory availability, and confirmation of the assortment of your products or services to be offered for sale. You agree to safeguard and protect the confidentiality of your Portal access credentials, such as the email address and password used currently, and that you will share them only on a need to know basis with those within your company who have authority to bind your company on all matters relating to any Transaction. You agree to notify us immediately if you believe the confidentiality of your access credentials has been compromised, or if you suspect any unauthorized access or use of the Portal through your account, or otherwise believe the security of your account or the Portal has been breached.
- 10) Transaction Content. You agree that you will promptly review all content regarding the products or services to be offered for sale in each of your Transactions prior to initiating each Transaction, and that all Transaction content, including product, brand and company descriptions, and product claims of any kind: (a) are accurate and complete, and (b) contain all information necessary for you to engage in such Transaction subject to the Terms and Conditions.
- 11) You agree not to use, or encourage, promote, facilitate or instruct others to use the Portal for any illegal, harmful, offensive or unauthorized purpose, or to transmit, store, display, distribute or otherwise make Portal content available to others. Additionally, you agree not to use the Portal to: (a) upload, transmit, or distribute any computer viruses, worms, or any software that could damage or alter the Portal or any related computer system or data; (b) access, harvest, collect, reverse engineer, gather or assemble information or data regarding other Portal users or events; (c) interfere with or disrupt servers or networks connected to the Portal; (d) attempt to gain unauthorized access, through password mining or other means, to any part of the Portal or a computer system or network connected to the Portal that is not expressly authorized for your use or directly related to your company or its Transaction; or (e) access the Portal from a shared or public computer that could jeopardize the security of the information in the Portal. We reserve the right, but do not assume the obligation, to review or investigate any use of the Portal and to take appropriate action against you, in our sole discretion, for any violation of the terms of this

paragraph, including the immediate removal of your access to the Portal, and reporting you and/or anyone acting on your behalf to law enforcement authorities.

12) Ownership of Portal Content. You agree that all information you provide to us about your company constitutes business rather than personal information (except in the case of personal guarantees), and that such information will be continuously monitored and updated by you to ensure that all contact and other information about your company is accurate and complete. Any raw data or expression in tangible media (such as a product image or logo) that you directly submit to us through the Portal is referred to herein as "User Supplied Content." All other data content, information and expressions in tangible media and copyrights generated by or appearing in the Portal is exclusively owned by BHSF and referred to herein as "Proprietary Content." For clarity, Proprietary Content includes all individual and compiled tangible expressions and functionality of the Portal itself, including the manner in which information is assembled and/or displayed in the Portal and all reports, analytics and other content generated by or accessible through the Portal, as well as all content uploaded to the Portal by BHSF or created by BHSF, such as BHSF-created product and brand descriptions, BHSF-created product images and any other material appearing in the Portal with the exception of User Supplied Content. You acknowledge and agree that any and all Proprietary Content belongs solely to BHSF and you have no, and shall not acquire, any ownership right or proprietary interest in the Proprietary Content. You further acknowledge and agree that the Proprietary Content, including all BHSF data, reports, and creative copy or images, is strictly confidential and may be used by you solely to fulfill your obligations to BHSF directly relating to your Transactions. You may not disclose or share Proprietary Content with others without our prior written consent. You further acknowledge and agree that neither you nor anyone in your company will extract screenshots, print or otherwise reproduce Proprietary or share Proprietary Content with any third party without first obtaining BHSF's written consent to the disclosure.

13) Disclaimer of Warranties. YOUR ACCESS AND USE OF THE PORTAL, INCLUDING, WITHOUT LIMITATION, ALL PROPRIETARY CONTENT, IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER BHSF, OUR AFFILIATES, OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND ANY OTHER COMPANY UNDER COMMON CONTROL WITH US(COLLECTIVELY, THE "BHSF PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PORTAL; (B) THE PROPRIETARY CONTENT; (C) USER SUPPLIED CONTENT DERIVED FROM YOU OR OTHERS; OR (D) THE LEVEL OF SECURITY ASSOCIATED WITH YOUR OR ANY THIRD PARTY'S ACCESS OR TRANSMISSION OF INFORMATION TO BHSF OR VIA THE PORTAL. IN ADDITION, THE BHSF PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE BHSF PARTIES DO NOT REPRESENT OR WARRANT THAT THE PORTAL OR ITS CONTENT WILL BE ERROR FREE OR UNINTERRUPTED; THAT ITS SECURITY WILL BE ERROR-FREE OR SUFFICIENT TO DETECT OR PREVENT HARMFUL INTRUSIONS; THAT DEFECTS WILL BE PROMPTLY IDENTIFIED AND CORRECTED; OR THAT THE PORTAL SYSTEMS OR SERVERS WILL BE FREE FROM HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES, MALWARE OR OTHER COMPUTER TECHNOLOGY CAPABLE OF DAMAGING, INTERFERING WITH, OR EXPROPRIATING ANY DATA, PROGRAM OR SYSTEM. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF

IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS AND CONDITIONS.

THE BHSF PARTIES SPECIFICALLY DISCLAIM RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY PROPRIETARY CONTENT OR USER SUPPLIED CONTENT.

- 14) Limitation of Liability. IN NO EVENT SHALL THE BHSF PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PORTAL, THE USER SUPPLIED CONTENT OR PROPRIETARY CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE PORTAL, IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION) WILL AT ALL TIMES BE LIMITED TO \$100.00. WE AGREE THAT ANY CLAIM BETWEEN US ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS MUST BE BROUGHT WITHIN ONE (1) YEAR. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE-REFERENCED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
- 15) Indemnification. You agree to indemnify and hold the BHSF Parties harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Portal, (b) your User Supplied Content, or (c) your breach of any representation or warranty or other violation of these Terms and Conditions. BHSF reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of BHSF. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.
- 16) Governing Law. These Terms and Conditions shall be governed by the laws of the State of Florida without regard to its choice of law provisions. You hereby expressly consent to personal and exclusive jurisdiction of the state and federal courts sitting in Miami Dade County, Florida. The prevailing party in any dispute between you and BHSF arising from these Terms and Conditions shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such dispute
- 17) Entire Agreement. These Terms and Conditions and, to the extent applicable, BHSF's Supplier Terms and Conditions constitute the entire agreement between you and BHSF regarding your permissible use and access to the Portal. All references herein to "BHSF", "we" and "our" refer to BHSF. Each use herein of the word "including" means "including without limitation." Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect. If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will be

unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms and Conditions, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without BHSF's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. These Terms and Conditions shall be binding upon assignees.