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1. Definitions. “Agreement” means the Services Agreement for Janitorial Services together with these Janitorial Terms & Conditions. “Confidential Information” means any information or materials disclosed or made available by or on behalf of DaVita to Supplier or Supplier Personnel that (a) is, at the time of disclosure, marked or identified in writing as confidential or proprietary information; (b) includes information regarding DaVita's intellectual property, business, business plans, technology, strategy, operations, finances, sales, supply chain, transactions, patients, databases, or customers; or (c) by its nature or circumstances should reasonably be considered to be confidential. “DaVita” means DaVita, Inc., a DaVita Facility or the DaVita affiliate named in the Services Agreement. “DaVita Facility(ies)” means the DaVita dialysis clinics at which Supplier shall provide the Services as specified in the Services Agreement. “Personnel” means all individuals who perform Supplier's duties or obligations under the Agreement, including Supplier employees, agents, representatives, subcontractors and any of the employees of the foregoing. “Services” means those certain janitorial services to be performed by Supplier at a DaVita Facility as specifically set forth in the Services Agreement. “Services Agreement” means the agreement between DaVita and Supplier for the provision of Services at a specific DaVita Facility(ies). “Janitorial Terms & Conditions” means these Janitorial Services Terms and Conditions. “Supplier” means the supplier legal entity set forth in the Services Agreement, its franchisees, or one or more of its affiliates. Capitalized words not defined in these Janitorial Terms & Conditions shall have the meaning ascribed to them in the Services Agreement.

2. Applicability. The

purchase order number, then DaVita shall have the right to reject the invoice and request resubmission by Supplier. The payment terms shall be tolled until a corrected invoice has been received by DaVita. Notwithstanding the foregoing, no invoice will be paid or payable by DaVita if (a) Supplier does not receive a purchase order from DaVita prior to commencing performance of the Services, or (b) Supplier submits the invoice to DaVita more than sixty (60) days following the date the Services are rendered.

4.2 If Supplier charges DaVita fees higher than that which is permitted by the Agreement, Supplier shall issue either a refund or credit to DaVita, at DaVita's option, in the amount of such overpayment promptly following discovery over the overpayment, but in no event later than thirty (30) days following any such discovery. If Supplier charges DaVita fees lower than that which is permitted by the Agreement, DaVita shall have no obligation to pay the amount of such undercharge to Supplier, unless Supplier submits a corrected invoice for such undercharged amounts within thirty (30) days after the end of the month in which the Services were performed. Supplier shall not set

the suspension effective date. Supplier shall resume the Services within fifteen (15) days of DaVita releasing the suspension unless the Parties mutually agree otherwise in writing.

5.4 All unusual occurrences arising at any DaVita Facility or within proximity thereof shall be reported to DaVita. Such unusual occurrences include: (a) injuries to Personnel; (b) known or suspected injuries to any DaVita personnel, patient, visitor or member of DaVita medical staff, as observed by Personnel and/or reported to them by any source; (c) damage to any DaVita site, equipment or device caused by Supplier Personnel or otherwise independently observed by any Personnel; (d) complaints made to Supplier or Personnel by any patient, family member, physician or DaVita personnel, concerning Supplier's activities; (e) claims made against Supplier or any of its Personnel by any third person regarding activities occurring at or near any DaVita Facility; and (f) lawsuits or demands of any kind or nature brought against Supplier or its Personnel with regard to any Services or activities arising under the Agreement, whether by omission or commission. All such reports shall be made on or before the next business day following Supplier's knowledge of any such occurrence, and in any event no later than five (5) days after any Personnel reasonably suspects the occurrence03>62(th)-6(e)4(an)-7(8120.)-2(e)4(n)-4(ce)5(03>62(th)-6(e)4(an)-7(8120.)-2(e)







requested, or via overnight courier). Notices will be effective upon receipt or, if refused, five (5) business days following transmission as provided above. Notices from DaVita to Supplier may be delivered either (a) in person or by means evidenced by a delivery receipt or acknowledgement (certified or registered mail, postage prepaid and return receipt requested, or via overnight courier, or (b) electronically, including email, DocuSign, facsimile or other electronic method. Notices will be effective upon receipt or, if refused, five (5) business days following transmission as provided above.

15. Assignment. The Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns, but shall not be assignable or delegable by any Party without the prior written consent of the other Party; provided, however, that nothing in this Section shall or is intended to limit the ability of DaVita to assign or delegate, in whole or in part, any of its rights or obligations under the Agreement, without the consent of Supplier to: (a) any affiliate of DaVita; (b) any buyer of all or substantially all of the assets or equity interests of DaVita whether by reorganization, merger, sale of assets, or sale of equity interests; or (c) any entity with which DaVita has contracted in order to outsource services. Supplier hereby agrees to any such assignment and will assist DaVita with any necessary documentation. If an assignment is made under subsection (a), DaVita of

being enforced, the Parties will negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible.

23. Survival. Except as otherwise expressly provided in the Agreement, all of a Parties' rights, covenants, agreements, representations, and obligations relating to confidentiality and compliance with all laws, indemnity, access to records,