DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor’s standard

printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to Section 3.3.1,, Section 6.0 and Attachment D are **APPROVED** and by this reference incorporated herein. The following Vendor Exceptions to Sections 3.3.2 through Section 3.3.3 are **REJECTED** and should not be considered part of this agreement.

Vendor's list of Exceptions to the RFP Solicitation NPPGov's Vendor Administration Agreement, do not concern Purchaser and will be negotiated in that separate Agreement and are thus **REJECTED** herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

2.7 Vendor acknowledges that Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts listed in this Agreement with one or more insurance companies maintaining a rating of at least A- VIII or better by A.M. Best Company and licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Certificates of insurance shall be made available to the Lead Contracting Agency upon request. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Vendor shall be solely responsible for the deductible and/or self-insured retention.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance with a limit of $1,000,000 each accident and disease.

5.4 Vendor shall carry Business Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with limits of $1,000,000 combined single limit, per accident.

5.5 Vendor shall carry Commercial General Liability Insurance including coverage for use of the premises and operations, products and completed operations, contractual liability, bodily injury, personal injury, advertising injury or property damage, which insurance shall be primary and non-contributory for negligent acts errors or omissions solely caused by contractor, and shall provide coverage on an occurrence basis with a per occurrence limit of $1,000,000 per occurrence and $3,000,000 per annual aggregate.

5.6 Vendor shall carry Umbrella Liability or Excess Liability insurance policy providing excess, follow-form coverage above all liability limits required herein with a limit of $5,000,000 per occurrence and $5,000,000 annual aggregate.

5.7 Insurance required herein shall not be permitted to expire, be canceled, without written notice to the Lead Contracting Agency.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify and hold the Purchaser harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities **("Losses")** incurred by the Purchaser as a result of a third- party claim of bodily injury to the extent such Losses are solely caused by Vendor's negligence or willful misconduct in the performance of Vendor's obligations under the Contract with the Purchaser. This indemnity does not extend to any Losses arising out of, resulting from or related to the Purchaser's negligence or willful misconduct.

A party's right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party's prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party's defense against the claim.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

MCKESSON MEDICAL-SURGICAL GOVERNEMENT SOLUTIONS LLC
9954 Mayland Drive
Suite 5176
Henrico, VA 23233
ATTN: Valerie Long
Email: Valerie.Long@mckesson.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder

acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 8, 2021 | 8:29 AM PST

VENDOR:

DocuSigned by:

Signature: Amanda Johnson
3A49F0B4E4514CE...

Printed Name: Amanda Johnson

Title: Contract Administration Manager
MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC

Dated: January 8, 2021 | 7:44 AM PST

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

MMSGS' proposal includes a 50% discount off of Government List Price. MMSGS does not have a published list price. For the purposes of this bid and the resulting Contract, MMSGS requests defining the term, "list price" as MMSGS' Internal (non-published) Government List Price which is a price for commercial items. Any discount offered in MMSGS' proposal does not apply to Controlled Substances. MMSGS' current catalog price offering is attached with the proposal response. MMSGS will work with the LOC to add any new products to MMSGS' offering.

Controlled Substances may not be purchased through McKesson Medical-Surgical Government Solutions LLC (Tax ID #20-2046702). We have the option to subcontract these products through McKesson Medical-Surgical Inc. (Tax ID #94-2640465) upon approval of a controlled substance questionnaire and declaration as well as the opening of a controlled substance only account with McKesson Medical-Surgical Inc. If awarded, we will provide you with the link to complete the questionnaire and declaration. NOTE: In order to continue purchasing controlled substances, Customers must maintain a balanced purchase portfolio between controlled substances and non-controlled substances (for example, Rx and Medical supplies).
Any discount offered on MMSGS' proposal also does not apply to vaccines. LOC can work their Account Manager to establish mutually agreeable vaccine pricing, if applicable.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

VENDOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY VENDOR INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. THE PURCHASER SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF VENDOR HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE PURCHASER CONTRACT.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Pharmaceuticals Product Category

Controlled Substances may not be purchased through McKesson Medical-Surgical Government Solutions LLC (MMSGS-Tax ID #20-2046702). We have the option to sub-contract these products through McKesson Medical-Surgical Inc. (MMS -Tax ID# 94-2640465) upon approval of a controlled substance questionnaire and declaration AND with the opening of a controlled substance only account with MMS. If awarded, we will provide you with the link to complete the questionnaire and declaration. **NOTE: In order to continue purchasing controlled substances, Customers must maintain a balanced purchase portfolio between controlled substances and non-controlled substances (for example, Rx and Medical supplies).**

DocuSign Envelope ID: 884A31AA-7E28-49FF-A1B5-29B88CE7C317

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

TERMS OF SALE Sample

The terms of sale located at https://imgcdn.mckesson.com/CumulusWeb/SMO_Legal_Documents/TermsofSale_PC.pdf ("**Terms of Sale**") apply to all purchases you (**"Customer"**) make. You cannot modify these Terms of Sale without our **("Seller")** written consent and these Terms of Sale supersede the terms and conditions on any purchase order or other business form. Prior courses of dealing between us will have no effect on these Terms of Sale and would be inadmissible to explain, modify, or contradict these Terms of Sale. The term "**Supplier**" as used in these Terms of Sale means a manufacturer, vendor, or other supplier of a Product that is purchased by Seller for distribution. While you are bound by all provisions in the Terms of Sale, we have highlighted several provisions on the back of this invoice for your convenience:

1. Invoice, Payment, and Finance

1.1. Standard Credit and Payment Terms. Any invoiced amount remaining unpaid after the due date will be "Past Due." Past Due balances are subject to an interest charge of one and one-half percent (1.5%) per month. Any interest charged and collected in excess of applicable state law will be returned. If a Customer's facility fails to pay any or all of the invoiced amount when due or if a facility's credit or financial status erodes or otherwise renders Seller insecure, Seller may, in its sole discretion: (i) immediately suspend Seller's performance or cancel all or any part of an order hereunder, (ii) change any payment term to a payment term determined by Seller (including imposing the requirement of cash payment upon delivery); (iii) pay any incentives, rebates, fees, or other discount arrangements net of any amounts due hereunder, and any unauthorized deductions and service charges and terminate and/or declare Customer and the facility ineligible for any incentives, rebates, fees, or other discount arrangements; (iv) declare immediately due and payable all other amounts invoiced by Seller to the facility regardless of when such payments would otherwise be due from the facility, and/or (v) increase the prices for Products and/or services. If any of the specified payment term Due Dates fall on a weekend day or holiday, payment is due and payable on the succeeding business day.

1.2. Customer agrees to render payment in full to Seller on the applicable due date without making any deductions or adjustments to such payment obligation; or seeking to condition such remittance on any demand for or receipt of proofs of delivery.

1.3. Taxes. All amounts payable under this Agreement are exclusive of sales, use, value-added, gross receipts, and other transaction taxes ("**Transaction Taxes**"). Customer will promptly pay and indemnify Seller against all such Transaction Taxes legally imposed upon and payable by Customer, unless Customer provides Seller satisfactory evidence of a valid tax exemption within applicable statutory requirements. Seller shall be fully responsible for and not entitled to any reimbursement for any taxes imposed upon Seller's net income, unemployment insurance or social insurance or pensions, maintained pursuant to any laws, ordinances, codes or regulations.

2. Discrepancies. Seller will have no obligation to resolve and Customer will hold Seller harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods if such claim is not made within the applicable period below. All requests for proof of delivery must be made within sixty (60) days of Seller's invoice date.

2.1. Shipment Discrepancies. Any discrepancy between any order placed under this Agreement by Customer and Seller's corresponding shipment(s) must be reported to Seller for resolution within ten (10) days of Seller's invoice date.

2.2. Price or Payment Discrepancies. Any price or payment discrepancies or any claims for reimbursement must be reported to Seller for resolution before the applicable invoice is due.

3. Title and Risk of Loss. For Bulk Delivery and General Sale Purposes: For delivery without any patient/consumer designation or segregation ("**Bulk Delivery**"), title and risk of loss for the Products will pass to Customer at the time the Products reach their designated destination for both outbound shipments and returns, except that drop shipments directly from a Supplier will be shipped in accordance with the Supplier's shipping policies. For Patient Home Delivery: For Seller Product shipments directly to end-user patients/consumers made at the direction of Customer, (i.e., Patient Home Delivery), ownership of the Products will transfer to Customer at the time Customer places the Product order with Seller but risk of loss will remain with Seller until the Products reach their designated destination.

4. Third-Party Logistics Provider Services. If Seller is providing third-party logistics provider services to Customer or otherwise providing direct patient/consumer shipment services for Customer, Customer represents and warrants that (i) it has all required permits, licenses and prescriptions/physician orders necessary to dispense or administer Products to its patients, including, without limitation, all required licenses to dispense or administer the Products into the states in which Customer dispenses, administers or sells Products and (ii) it has verified that all recipients of the Products are appropriately registered or otherwise authorized to receive delivery of the Products. Customer is solely responsible for confirming that the Products ordered are appropriate and medically necessary for its patients and in compliance with the required prescriptions or physician orders.

5. Returned Goods. Subject to applicable law, Seller will process returns in accordance with its Returned Goods Policy currently in effect, or as otherwise agreed to by Seller and Customer. Seller's current Return Good Policy is as follows:

· All requests for credits for Products must have a return authorization number issued by Seller's customer service department or Seller's automated customer service platform (e.g., McKesson SupplyManager™). Credit for Products not stocked in Seller's distribution center that are greater than $500 require additional approval by Seller.

· Seller will issue a full credit for any Product returned due to Seller error (i.e. shipping error, damage in transit) or due to a recall or defective condition.

· The following Products are not eligible for a credit, unless the return is due to fault of Seller, recall, or defective condition: (i)special order Products; (ii)custom Products; (iii) Products identified as non-returnable in McKesson SupplyManager; (iv)Products not available for general or unrestricted distribution; (v) nonsellable Products. Nonsellable Products include, but are not limited to, Products that are open, damaged, past minimum expiration date for resell, cold chain, hazmat, controlled pharmaceuticals, or discontinued by the manufacturer, or that contain markings not made by Seller.

· Seller will issue a credit as follows for McKesson brand products: if returned within 180 days Full amount; if returned after 180 days No Credit. Non-consumable McKesson brand products must be sent back to Seller to be eligible for a credit, and are subject to inspection by Seller before credit is issued to Customer. Consumable McKesson brand products should not be sent back to Seller's distribution center.

· Seller will issue a credit as follows for all other eligible Products:

- Products stocked in Seller's distribution center that are less than $15: if returned within 180 days Full amount; if returned after 180 days No Credit
- Products stocked in Seller's distribution center that are $15 and greater: if returned within 30 days Full amount; if returned between 30-180 days Full amount, less a restocking fee; if returned after 180 days No Credit
- Products NOT stocked in any of Seller's distribution centers that are less than $100 No Credit
- Products NOT stocked in any of Seller's distribution centers that are $100 and greater: if returned within 180 days Full amount, less Seller and vendor restocking fees; if returned after 180 days No Credit

· Products stocked in a Seller distribution center that are $15 and greater and Products NOT stocked in a Seller distribution center that are $100 and greater must be sent back to Seller to be eligible for a credit, and are subject to inspection by Seller before credit is issued to Customer. All other Products should not be sent back to Seller's distribution center.

6. DISCLAIMER. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. CUSTOMER WILL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICES (IF OTHER THAN SELLER) FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS NOT SET FORTH IN THIS AGREEMENT.

CUSTOMER SHALL NOT HOLD SELLER LIABLE FOR ANY DEFECT IN PRODUCTS OR SERVICES, REGARDLESS OF KIND. CUSTOMER AGREES TO FILE SOLELY WITH MANUFACTURER OF THE PRODUCTS OR PROVIDER OF SERVICES (IF OTHER THAN SELLER) ANY CLAIM OR LAWSUIT ALLEGING LOSS, INJURY, DAMAGE, OR DEATH ARISING OUT OF OR CAUSED BY THE USE, SALE, DISTRIBUTION, OR POSSESSION OF PRODUCTS OR SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SELLER BE LIABLE IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, (INCLUDING LOST PROFITS) FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM ANY UNAVAILABILITY OF, DEFECT IN, OR MISSHIPMENT OF PRODUCTS, AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE PROVISION OF SERVICES. THIS PROVISION WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. FRAUD AND ABUSE LAWS. CUSTOMER MAY RECEIVE DISCOUNTS OR OTHER REDUCTIONS IN PRICE IN CONNECTION WITH ITS PURCHASES OF PRODUCTS UNDER THIS AGREEMENT, AND SUCH PURCHASES MAY ALSO QUALIFY CUSTOMER FOR DISCOUNTS OR OTHER REDUCTIONS IN PRICE ON CERTAIN PURCHASES MADE PURSUANT TO A SUPPLY AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION OR ITS SUBSIDIARY SUBJECT TO TERMS AND CONDITIONS THEREOF. CUSTOMER WILL BE RESPONSIBLE FOR REPORTING ALL PRICES, DISCOUNTS, AND REBATES PURSUANT TO THIS AGREEMENT AND PURSUANT TO ANY SUPPLY AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION, TO REIMBURSING AGENCIES TO THE EXTENT REQUIRED BY LAW OR REGULATION, INCLUDING MEDICARE AND MEDICAID, AND OTHER ENTITIES, MAINTAINING RECORDS THEREOF, AND PROVIDING INFORMATION TO REIMBURSING AGENCIES, IN ACCORDANCE WITH ALL APPLICABLE LAWS. ANY PRICE REDUCTION OR DISCOUNT PROGRAM DESCRIBED IN THIS AGREEMENT OR ANY SUPPLY AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION IS INTENDED TO BE A DISCOUNT WITHIN THE MEANING OF APPLICABLE FEDERAL AND STATE ANTI-KICKBACK LAWS, INCLUDING, 42 U.S.C. §1320A-7B(B) AND THE DISCOUNT SAFE HARBOR PROMULGATED THEREUNDER AND CURRENTLY FOUND AT 42 C.F.R. §1001.952(H). CUSTOMER UNDERSTANDS THAT THIS AGREEMENT AND ANY SUPPLY AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION MAY NOT REFLECT THE NET COST OF A PRODUCT DUE TO A REBATE OR OTHER DISCOUNT PROGRAM.

CUSTOMER REPRESENTS AND WARRANTS THAT IT WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS, INCLUDING WHEN REQUIRED BY LAW, THE REQUIREMENT TO ACCURATELY REPORT, OR MAKE AVAILABLE UPON REQUEST BY A FEDERAL OR STATE HEALTH CARE PROGRAM, THE NET COST ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS AND SERVICES COVERED BY THIS AGREEMENT AND ANY SUPPLY AGREEMENT BETWEEN CUSTOMER AND MCKESSON CORPORATION. FOR PURPOSES OF COST REPORTING REQUIREMENTS UNDER A FEDERAL OR STATE PROGRAM WHICH PROVIDES COST BASED REIMBURSEMENT, CUSTOMER UNDERSTANDS THAT ANY SUCH DISCOUNTS, INCLUDING REBATES, SHOULD BE PROPERLY ALLOCATED ON A UNIT BASIS SO AS TO REPORT A NET SALE PRICE THAT ACCURATELY REFLECTS THE TOTAL AMOUNT OF THE DISCOUNT RECEIVED. IN THE EVENT EITHER PARTY DETERMINES THAT THIS AGREEMENT MAY NOT COMPLY WITH SUCH STATUTES, THE PARTIES AGREE TO WORK TOGETHER TO ESTABLISH A DISCOUNT OR REBATE STRUCTURE THAT MEETS THE REQUIREMENTS OF SUCH STATUTES.

Certificate Of Completion

Envelope Id: 884A31AA7E2849FFA1B529B88CE7C317

Status: Completed

Subject: Please DocuSign: MPA 1935 LOC and MCKESSON - FINAL 092320 (002).pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 24.16.218.197

Record Tracking

Status: Original
9/18/2020 6:57:36 PM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Amanda Johnson Amanda.Johnson@McKesson.com Contract Administration Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Amanda Johnson 3A49F0B4E4514CE... Signature Adoption: Pre-selected Style Using IP Address: 165.225.217.74	Sent: 1/8/2021 6:59:52 AM Viewed: 1/8/2021 7:43:56 AM Signed: 1/8/2021 7:44:13 AM

Electronic Record and Signature Disclosure:
Accepted: 1/8/2021 7:43:56 AM
ID: dc513888-21c4-4615-8fc2-138ea2cf81fc

Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E... Signature Adoption: Drawn on Device Using IP Address: 71.63.236.213	Sent: 1/8/2021 7:44:15 AM Viewed: 1/8/2021 8:29:11 AM Signed: 1/8/2021 8:29:24 AM

Electronic Record and Signature Disclosure:
Accepted: 1/8/2021 8:29:11 AM
ID: ac140f3f-9f70-4fc1-921c-6ae482067354

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Amanda Johnson amanda.johnson@mckesson.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2020 8:16:02 AM

Electronic Record and Signature Disclosure:
Accepted: 1/8/2021 7:43:56 AM
ID: dc513888-21c4-4615-8fc2-138ea2cf81fc

Carbon Copy Events	Status	Timestamp
Nice Price Nick.Price@McKesson.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/5/2021 11:14:39 AM ID: ebe53829-c181-4381-ba44-581e276e37bd	COPIED	Sent: 1/8/2021 6:59:53 AM
Valerie Long valerie.long@mckesson.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/18/2020 7:03:32 PM
Kris Bordnick chris.bordnick@mynpp.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/8/2021 8:29:27 AM
Marshall Stiles marshall.stiles@mynpp.com Brand Acquisition Manager NPP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/8/2021 8:29:28 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2020 7:03:32 PM
Certified Delivered	Security Checked	1/8/2021 8:29:11 AM
Signing Complete	Security Checked	1/8/2021 8:29:24 AM
Completed	Security Checked	1/8/2021 8:29:28 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.