JANITORIAL SERVICES TERMS AND CONDITIONS

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 Services Agreement together with these Janitorial Terms & Conditions, set forth the terms and conditions upon which DaVita shall purchase from Supplier, and Supplier shall provide to DaVita, the Services as identified in the Services Agreement.

3. Term & Termination.

3.1 Unless earlier terminated as provided herein, the Agreement shall remain in full force and effect for the Term set forth in the Services Agreement. Upon expiration of the Term, the Agreement shall automatically terminate and may only be renewed upon mutual written agreement of the Parties. The Agreement may be terminated, in whole or in part, without penalty as follows: (a) by DaVita without cause, upon thirty (30) days' written notice of termination to Supplier; (b) by DaVita effective immediately upon written notice, if Supplier or any Personnel defaults in the performance of or breaches any of its covenants, agreements or obligations under the Agreement, or otherwise engages in any misconduct, or if any Supplier act or omission, in DaVita's reasonable determination, results in or is likely to result in a health, safety or security concern, including damage to property or theft; (c) by Supplier, subject to thirty (30) days' prior written notice, if DaVita materially breaches the Agreement and does not cure such breach within thirty (30) days of receipt of notice describing the breach; (d) by either Party, effective immediately upon written notice to the other Party, if such Party: (i) becomes the subject of any bankruptcy proceedings, receivership or other insolvency proceedings; (ii) makes an assignment or other arrangement for the benefit of its creditors; (iii) fails to pay its debts as they become due or admits its inability to do so; or (iv) otherwise ceases to do business; or (e) as otherwise set forth in the Agreement.

3.2 Upon expiration or earlier termination of the Agreement, neither Party shall have any further obligations to the other Party, except (a) for those liabilities or obligations which, at the time of expiration or termination, have already accrued or which may accrue prior to such date, (b) Supplier shall, at DaVita's option and pursuant to its instructions, promptly return or destroy, and certify the destruction of, all DaVita Confidential Information, and any other property and materials furnished by DaVita pursuant to the Agreement, (c) Supplier shall immediately provide a pro rata refund of any prepaid or unutilized fees or other payments and take all such action as is reasonably necessary to terminate all in-progress Services in an orderly manner; and/or (d) as otherwise expressly provided in the Agreement.

4. Fees & Payment Terms.

4.1 Supplier shall invoice DaVita for Services pursuant to DaVita's then-current invoicing requirements, one hundred percent (100%) at the end of each calendar month. If an invoice does not match the Services Agreement or DaVita's then-current invoicing requirements, including a reference to the applicable

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-off any undercharge against any amounts owed or due to DaVita unless Supplier has received prior written authorization from DaVita.

4.3 Supplier shall be solely liable for any taxes of Supplier that Supplier is legally obligated to pay including net income or gross receipts, franchise taxes, and property taxes which are incurred or arise in connection with the Agreement and/or the Services. DaVita shall pay to Supplier, and Supplier shall pay to the appropriate taxing jurisdiction, any sales, use or value added taxes that are owed by DaVita solely as a result of purchasing the Services and which are legally required to be collected from DaVita by Supplier under applicable law. If DaVita provides Supplier a valid exemption certificate, then Supplier shall not collect any taxes covered by such certificate. Supplier shall promptly refund to DaVita, in cash, any over-charges of taxes collected by Supplier from DaVita. Supplier shall pay any penalties or interest assessed by any taxing authority as a result of Supplier's failure to comply with this Section. If taxes are required to be withheld on any amounts otherwise to be paid by DaVita to Supplier, DaVita will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority. DaVita shall secure and deliver to Supplier an official receipt for any taxes withheld. DaVita and Supplier shall use reasonable efforts to minimize such taxes to the extent permissible under applicable law.

5. Service-Specific Terms.

5.1 DaVita reserves the right to approve Supplier's Personnel providing Services under the Agreement. . Personnel, to the extent permitted by applicable law, shall be subject to drug testing and background checks that meet DaVita's then-current requirements. Supplier shall cause its Personnel to comply with the terms and conditions of the Agreement. Subcontracting shall not release Supplier from its duties, responsibilities or obligations under the Agreement, and Supplier shall be fully responsible and liable for the acts and omissions of its Personnel, which by definition includes subcontractors, and their respective employees, as if they were Supplier's own acts or omissions. Notwithstanding the foregoing, in no event shall DaVita's approval of Personnel be construed as an acceptance or approval of Services, nor waive, negate or release Supplier from its duties, obligations, representations, warranties, or covenants under the Agreement.

5.2 Supplier agrees to require Personnel to complete any training required by DaVita to comply with applicable laws, statutes and regulations. Supplier shall provide a sufficient number of capable and competent Personnel having expertise suitable to their assignments to perform the Services safely, legally and efficiently in accordance with Supplier's obligations under the Agreement. DaVita may, in its sole and absolute discretion, remove any Personnel from DaVita Facilities and prohibit such Personnel's return, with or without cause. In such event, Supplier shall immediately replace such Personnel with other Personnel acceptable to DaVita without interruption in Services.

5.3 DaVita may, in its sole and absolute discretion with or without cause, suspend all or a portion of Services at any DaVita Facility immediately upon written notice to Supplier. All payments to Supplier will be suspended during the pendency of the suspension, with the exception of payments for Services rendered prior to

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 occurrence of any act or event requiring a report as set forth above. Supplier agrees to cooperate fully with DaVita in its investigations into any such event or occurrence, claim or demand and to make all Personnel available to DaVita for such investigative purposes.

5.5 At all times that Personnel are assigned to DaVita Facilities, Supplier shall maintain at least one emergency contact, enabling contact with Supplier supervisory Personnel or management within thirty (30) minutes. Twenty-four (24) hour emergency service must be available throughout the year, without regard to daily schedules, weather or other conditions. Supplier shall provide and maintain a current list of emergency numbers of at least three (3) people capable of responding effectively to emergencies. Response time for emergency services will be within four (4) hours. Supplier shall communicate to DaVita any unfavorable deviation from this standard immediately.

5.6 Supplier shall designate one employee to function as its Account Supervisor. The Account Supervisor shall review the quality of Services performed and make corrections to ensure satisfaction and adherence to the requirements of the Agreement. The Account Supervisor shall be responsible for all schedules and job duties. The Account Supervisor will also be responsible for immediately notifying DaVita of any unforeseen conditions, special problems or customer dissatisfaction.

5.7 Supplier shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs to prevent injury to any person at the DaVita Facility. All Services shall be performed in full accordance with applicable safety requirements, including those imposed by federal, state, and/or local jurisdictional agency. Supplier is responsible for providing all necessary safety gear for the protection of Personnel. When necessary, Supplier shall provide barriers around work areas to exclude public access and preserve safety. Barriers may range from traffic cones to solid plywood barriers, to "Wet Floor" and "Caution" signs depending on the potential hazard to public or work areas. To the extent applicable to the Services, all use, handling, and storage of chemicals must meet federal, state, and local government requirements and according to manufacturer's instructions. Supplier shall provide DaVita with Material Safety Data Sheets ("MSDS") on all chemicals used prior to application. Supplier shall maintain the MSDS information with its records at all times. Such records should be located or stored next to and along with the chemicals. In addition, a master copy shall be maintained at Supplier's main business office for emergency reference purposes. Supplier shall not store any chemicals or materials at a DaVita Facility without DaVita's prior written approval.

5.8 Supplier acknowledges and agrees that any Personnel providing Services under the Agreement, whether at a DaVita Facility or otherwise, shall not be considered DaVita's employees for any purpose whatsoever. Supplier will be responsible and shall control scheduling, hours, any applicable payments and withholdings relevant to Personnel. .

6. Representations and Warranties**.**

6.1 Supplier covenants, represents and warrants that: (i) the Services will be performed in a timely, professional, safe, and workmanlike manner by duly qualified, trained, and experienced Personnel possessing all relevant licenses, certifications, approvals and permits in accordance with highest prevailing industry standards for comparable services, within the timeline; (ii) the Services will be free of errors and defects and conform to the specifications and requirements of the Agreement, and any documentation accompanying the Services; (iii) Supplier will promptly notify DaVita upon discovering any anticipated delay in meeting the Service timeframes set forth in the Services Agreement; (iv) Supplier will not accept work, enter into a contract, or accept an obligation that conflicts with Supplier's obligations under the Agreement; (v) Supplier will provide all equipment, supplies, materials and Personnel, including all required safety equipment and personal protective equipment, necessary to perform the Services; (vi) in performing the Services, Supplier will at all times comply with all applicable laws, statutes and regulations; and (vii) the Services will not infringe, misappropriate or otherwise violate the intellectual property rights of any third party. In addition to any other rights or remedies available to DaVita, in the event a Service is found to be defective or otherwise fails to comply with the requirements of the Agreement, including any applicable specifications, Supplier shall, at Supplier's sole cost and expense, promptly re-perform and correct the non-conforming Service with Services that conform with the requirements of the Agreement. In the event that Supplier fails to correct the non-conformance, Supplier shall, as elected by DaVita: (1) reimburse DaVita for the cost of having a third party or a DaVita employee re-perform the non-conforming Service; (2) provide a full refund of all fees paid for such non-conforming Service, and/or, (3) with respect to any ongoing Service, terminate the Service and refund any prepaid fees for undelivered Services.

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6.2 Supplier covenants, represents and warrants that neither it nor any of its affiliates or Personnel (a) is currently named, or excluded, on, or from, any of the following lists: (i) HHS/OIG List of Excluded Individuals/Entities; (ii) the GSA's System for Award Management, which was formerly known as the GSA List of Parties Excluded from Federal Programs; and (iii) OFAC "SDN and Blocked Individuals"; (b) is currently under investigation or otherwise aware of any circumstances which would result in Supplier being excluded from participation in any Federal health care program, as defined under 42 U.S.C. §1320a-7b(f); (c) has ever been either convicted of a criminal offense, assessed civil monetary penalties pursuant to the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, 42 U.S.C. § 1320a-7(b)(1)-(3) or excluded from the Medicare program or any state health care program; or (d) is subject to an action or investigation that could lead to the conviction of a criminal offense, the assessment of civil monetary penalties, or exclusion from the Medicare program or any state health care program. Supplier will notify DaVita within twenty-four (24) hours if (A) any of the foregoing covenants, representations or warranties are found to have been untrue when made or cease to be true and correct at any time during the term of the Agreement, and (B) if an action or investigation arises that could result in the conviction of a criminal offense, or the exclusion of it, or any of its affiliates or Personnel from the Medicare program, any state health care program or would otherwise result in it, its affiliates or Personnel being excluded as set forth in this Section.

6.3 Supplier and all Personnel shall at all times comply with DaVita's Code of Conduct and the policies and procedures available at https://www.davita.com/about/suppliers, as may be updated from time-to-time.

7. Governing Law. All matters arising out of or relating to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado and controlling U.S. federal law without regard to conflicts of law principles.

8. Arbitration. Any dispute, claim or controversy arising out of the Agreement, including the interpretation and enforcement of this arbitration clause, will be settled by arbitration conducted in Denver, Colorado, in accordance with the then in effect Commercial Rules of the American Arbitration Association ("AAA Rules"), as modified by the following. There shall be a single arbitrator where the amount in controversy, in the aggregate including claims and counterclaims, but irrespective of any potential award of costs or attorneys' fees, is less than Four Million Dollars ($4,000,000). If the Parties cannot agree on the identity of the arbitrator within ten (10) days of the filing of the arbitration demand, then the arbitrator shall be selected pursuant to the AAA Rules. There shall be a panel of three (3) arbitrators where the amount in controversy in the aggregate including claims and counterclaims but irrespective of any potential award of costs or attorneys' fees, equals or exceeds Four Million

Dollars ($4,000,000). Each party shall select an arbitrator at the time of the filing of the Demand for Arbitration or the Response thereto, respectively, and the Chair of the Panel shall be appointed pursuant to the AAA Rules following the appointment of the second arbitrator. The arbitrator or arbitrators shall issue a reasoned award. The award shall include a determination of which Party, in their view, is the prevailing party. The prevailing Party shall be entitled to recover its costs of the arbitration from the other Party, provided, however, that each Party shall be responsible for its own attorneys' fees. The award shall be enforceable in any court of competent jurisdiction. The Parties shall treat the arbitration as confidential, including any documents or testimony exchanged during the arbitration, as well as the fact of the arbitration itself. Notwithstanding the foregoing, each Party shall be permitted to institute proceedings in a federal or state court of competent jurisdiction to seek temporary or preliminary injunctive relief (a) to enforce the other Party's confidentiality obligations under the Agreement, or (b) to preserve the status quo pending the resolution of any dispute through arbitration.

9. EXCLUSION OF CERTAIN DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THE AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT, STATUTE, EQUITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO, AFFECT OR LIMIT: (A) DAMAGES CAUSED BY A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (B) DAMAGES AND AMOUNTS PAYABLE PURSUANT TO SUPPLIER'S INDEMNIFICATION OR INSURANCE OBLIGATIONS; OR (C) DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. Indemnification. Supplier will indemnify, defend, release and hold DaVita, its affiliates and their respective officers, directors, employees, agents, contractors, representatives, assigns and successors, harmless from and against all claims, counterclaims, demands, actions, proceedings or suits and any related liabilities, losses, damages, judgments, settlements, expenses and costs (including awards, fines, penalties and the reasonable costs of investigation, defense, attorneys' fees and any remedial actions), of whatever form or nature, that they or any of them may sustain or incur, arising out of or relating to, or otherwise in connection with, any of the following: (a) the negligent acts or omissions or willful misconduct of Supplier or Personnel; (b) breach of any representation, warranty, covenant or obligation in the Agreement, or failure to comply with any applicable laws, statutes and regulations by Supplier or Personnel; (c) personal or bodily injury , including death or property damage caused by any act or omission of Supplier or Personnel; and (d) Supplier's employment or engagement of Personnel in connection with the Agreement, whether arising from Supplier's failure to comply with applicable laws, statutes, regulations, the terms and conditions of such engagement or employment, or otherwise. DaVita shall have the right to participate in the defense through counsel of its own choosing; however, if Supplier does not promptly assume full control over the defense, then DaVita will have the right to defend in such manner as it may deem appropriate, at Supplier's cost and expense.

11. Confidentiality. Supplier acknowledges and agrees that it may receive or have access to DaVita's Confidential Information in providing the Services. Supplier shall: (a) maintain and protect all Confidential Information with the same degree of care with which it treats its own information of a similar nature, but in no event less than reasonable care; (b) use Confidential Information only to perform its obligations under the Agreement; and (c) not disclose or permit the disclosure of Confidential Information, except to Personnel who (i) have a need to know such information to provide Services, (ii) are informed of the confidential nature of such information, and (iii) are bound by an obligation of confidentiality and restrictions on use no less restrictive than the obligations contained herein. Supplier shall be responsible for any unauthorized disclosure or use of DaVita's Confidential Information by any party to whom Supplier discloses such Confidential Information. The foregoing confidentiality obligations shall survive expiration or earlier termination of the Agreement for a period of five (5) years thereafter, unless such Confidential Information constitutes a trade secret, and in such event, these obligations shall continue for so long as such Confidential Information constitutes a trade secret. The Parties acknowledge that Confidential Information is unique and valuable and that any breach or threatened breach of the Agreement will result in irreparable injury to

DaVita, for which monetary damages alone would not be an adequate remedy. Therefore, in addition to any other legal or equitable remedies available, DaVita shall be entitled to seek specific performance, injunction or other equitable relief as a remedy for any threatened or actual breach of this Section. Supplier waives any requirement for the securing or posting of any bond in connection with such remedy, and DaVita shall not be required to prove damages in order to avail itself of such equitable relief.

12. Insurance. Supplier will maintain insurance in accordance with the requirements located at https://www.davita.com/about/suppliers. Any limits on Supplier's insurance coverage shall not be construed to create a limit on its liability with respect to any of Supplier's obligations under the Agreement.

13. Access to Books; Recordkeeping. The Parties agree that, if the Agreement is determined to be a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 CFR Part 420, Supplier, its agents, employees, officers, and directors agree to make available, upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or their duly authorized representatives, the contract, and the books, documents, and records of the respective Party and such other information as may be required by the Secretary or the Comptroller General to verify the nature and extent of the costs incurred pursuant to the Agreement. The obligation of Supplier, if applicable, to make the foregoing contract, books, documents, records and information available shall extend for four (4) years after the furnishing of the last Service under the Agreement or any renewal. If Supplier carries out its obligations under the Agreement through a subcontract worth Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives to the related organization's contract, books, documents, records and information as may be required by the Secretary or the Comptroller General. Nothing in this Section is intended to waive any right either party may have under any applicable laws to retain in confidence information included in records so requested.

13.1 Once per calendar year, and upon reasonable advance notice to Supplier, DaVita shall have the right to conduct an audit of Supplier's books, documents, and records, whether in hard copy, electronic or other form, that pertain directly to (a) the accounts of DaVita and its affiliates, (b) Supplier's compliance with the terms of the Agreement, or (c) the amounts payable to Supplier for the Services provided by Supplier under the Agreement. Audits may be conducted during the Term of the Agreement and for a two (2) year period thereafter. Audits shall be conducted during normal business hours and by employees of DaVita or its affiliates, including contract employees, or by an external auditing firm selected by DaVita, using a methodology determined by DaVita. The cost of the audit, including the cost of the auditors, shall be paid by DaVita; provided however, that if the audit reveals any discrepancies equal to or greater than 0.5% of DaVita's annualized purchases, Supplier shall promptly reimburse DaVita's audit costs. DaVita shall have no obligation to pay any costs incurred by Supplier or its Personnel in connection with such audit. The Parties agree to use good faith efforts to resolve any dispute that may arise from any audit report issued pursuant to this Section.

13.2 Supplier shall keep and maintain complete and accurate books, records and documentation of all transactions related to the Agreement for a period of three (3) years following the Term, or longer if required by applicable law, statute or regulation. If a governmental authority requires DaVita to produce applicable documentation, Supplier will, upon reasonable notice, permit DaVita or its agent to inspect and copy such books, records and documents at Supplier's facility during normal business hours.

14. Notices. Any notice required under the Agreement must be in writing and sent to each Party's representatives at: (a) if to Supplier, the address listed in the Services Agreement; and (b) if to DaVita, DaVita Inc., 2000 16th Street, Denver, Colorado 80202, Attention: Vice President, Procurement, with a copy to DaVita Inc., 2000 16th Street, Denver, Colorado 80202 Attention: Legal Dept., Commercial Contracting, and with an additional copy to JLDCommercialContracts@davita.com. Notices from Supplier to DaVita will be delivered 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). 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 will have no liability under the Agreement for any obligations arising after the effective date of the assignment.

16. Relationship of Parties. The Parties acknowledge and agree that Supplier is performing Services as an independent contractor for DaVita. The Agreement is not intended to create and will not be construed as creating between Supplier and DaVita, or any Personnel and DaVita the relationship of affiliate, principal and agent, joint venture, partnership, or any other similar relationship, the existence of which is hereby expressly denied. Neither Party will have (nor will it hold itself out as having) any right, power, or authority to make or incur any legally binding agreement, obligation, representation, warranty, or commitment on behalf of the other Party or to direct any action of or activity by the other Party or any of its officers, directors, members, managers, employees, or agents.

17. No Third-Party Beneficiaries. With the exception of DaVita Facilities and DaVita affiliates, there are no third-party beneficiaries to the Agreement.

18. Headings and Interpretation. Headings are included for the purpose of convenience only and shall not affect the scope or interpretation of any provision of the Agreement. Wherever the words “including” or “include” are used in the Agreement, they shall be deemed to be followed by the phrase “without limitation.” Notwithstanding the general rules of construction, the Parties acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in the Agreement.

19. No Limitation of Rights and Remedies. The various rights and remedies provided in the Agreement are cumulative and in addition to any other rights and remedies to which the Parties may be entitled to pursue at law, in equity or otherwise. The exercise of one or more of such rights or remedies will not impair the right of either Party to exercise any other right or remedy at law, in equity or otherwise.

20. No Use of Name, No Publicity. Supplier shall not use DaVita’s names, trade names, service marks, trademarks, trade dress, or logos, or any of its employees’ names, or refer to DaVita, in any public disclosure, including for marketing or promotional purposes, without DaVita’s prior written approval in each instance, which DaVita may withhold, condition, deny or revoke in its sole discretion.

21. Waiver. Neither Party’s failure to enforce any rights under the Agreement shall be deemed to be a waiver of that or any other rights nor shall it create a continuing waiver or expectation of non-enforcement. Any waiver must be in writing to be effective.

22. Severability. If any term or other provision of the Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms and provisions of the Agreement will remain in full force and effect. Upon any determination that any term or provision of the Agreement is invalid, illegal, or incapable 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, insurance, audits, dispute resolution, and warranties, express or implied, and any other terms that by their nature must survive expiration or earlier termination of the Agreement to give their intended effect, shall survive and remain in full force and effect following the expiration or earlier termination of the Agreement for any reason, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

24. Amendment. Except as otherwise expressly provided in the Agreement, the Agreement and any exhibits or supporting documents identified or incorporated as part of the Agreement may only be altered, amended or revoked by a written instrument signed by each Party. The Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of the Agreement.

25. Entire Agreement. The Agreement, and any other documents referenced herein, constitute the complete and final agreement of the Parties with regard to the subject matter hereof. The Parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in the Agreement.