

Vendormate Terms of Service

These Vendormate Terms of Service (“Terms”) are between you and Global Healthcare Exchange, LLC (on behalf of and collectively with GHX’s wholly owned subsidiary Vendormate, Inc., “GHX”) and govern your use of GHX’s Vendormate website and mobile applications (collectively, the “Vendormate App”) and the services and content made available thereon or in connection therewith (collectively, including the Vendormate App, the “Services”). “You” and “your” refers to the individual consumer or business entity that will use the Services; if accepting or using the Services on behalf of a business entity, the person accepting and using represents that such person has the authority to accept these terms on behalf of the business entity and that these terms will be binding on such business entity and communicated to business users of the Services.

Your use of the Services is also subject to the Vendormate Privacy Policy (available at <https://www.ghx.com/vendormate-privacy-policy>) (the “Privacy Policy”). Specific services within the Vendormate Service may also be subject to additional service-specific terms and conditions made available by GHX from time to time (the “Additional Terms”), the acceptance of which by you is a pre-requisite to your receipt and use of such services. **Please review these Terms and the Privacy Policy carefully – among other provisions, these Terms contain terms related to: EXCLUSIVE JURISDICTION FOR BRINGING CLAIMS AND GOVERNING LAW; MANDATORY ARBITRATION; EXCLUSIVE JURISDICTION WAIVER OF A RIGHT TO A JURY TRIAL; NO CLASS ACTION; INDEMNIFICATION BY YOU OF GHX; AND LIMITATIONS OF LIABILITY.**

By clicking the “Agree & Continue” button, using the Services, or otherwise expressly agreeing to these Terms (electronically or in writing), you agree to be bound by the terms of these Terms, the Privacy Policy, and all applicable Additional Terms (collectively, the “Agreement”).

1. LICENSE AND RESTRICTIONS ON USE.

1.1. License. You are hereby granted a personal, non-exclusive, non-transferable, revocable, limited license to download, execute, and view the Vendormate App provided it is used only for your own internal use and only in conformance with the Agreement. The license ends on the earlier date of your disposal of the Vendormate App or termination of the Agreement in accordance with these Terms. Any violation of the Agreement by you shall automatically terminate this license, with no further action needed to effectuate the termination of the license. Nothing herein transfers any right or license to the underlying code of any Vendormate App. The foregoing license grant is not a sale of the Vendormate App or any copy thereof, and GHX and its third-party licensors or suppliers retain all right, title, and interest in and to the Vendormate App (and any copy of the Vendormate App). **Standard carrier data charges may apply to your use of the Vendormate App.**

1.2. Upgrades. You acknowledge that GHX may from time to time issue upgraded versions of the Vendormate App, and may automatically electronically upgrade the version of the Vendormate App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of the Agreement will apply to all such upgrades.

1.3. Access Credentials. “Credentials” means credentials necessary for you to access the Services, such as usernames and passwords. You have and will retain sole responsibility for (a) the security and use of the Credentials and (b) all access to and use of the Services directly or indirectly by or through the Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

1.4. Restrictions on Use. You may not: (a) modify, disassemble, decompile, reverse engineer, or create derivative works of the Services, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Services to any third party or use the Services to provide time sharing or similar services for any third party; (c) frame the Services or their content or use the Services or proprietary marks as meta tags (including using framing and “hidden text” techniques and technology); (d) copy, reproduce, republish, upload, post, transmit, or distribute the Services in any way, unless specifically allowed in the Agreement; (e) remove, circumvent,

disable, damage, or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; (f) delete the copyright and other proprietary rights notices on the Services; (g) attempt to disrupt or burden the normal operation of the Services or any of GHX's infrastructure or other business activities; (h) use any Services in conflict with the terms and restrictions of the Services' licensing model; (i) make any automated uses of the Services (such as via robotic process automation) or gain any unauthorized access therewith; or (j) access or use the Services (i) for purposes of competitive analysis of the Services, including in the development or provision of a competing software product or service, (ii) in any manner or for any purpose or application prohibited by law, regulation, or government order or decree in any relevant jurisdiction, or (iii) in any manner or for any purpose or application not permitted by the Agreement.

2. PROVISION OF SERVICES

During the applicable Subscription Term, GHX shall provide the applicable Service to you in a professional manner and in accordance with the Agreement, including the applicable Additional Terms. GHX may, in its sole discretion, make any changes to the Services from time to time, including as it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services to its customers, (ii) the competitive strength of, or market for, the Services, and (iii) the cost efficiency or performance of the Services; or (b) comply with applicable law.

3. ORDERS

"Order" means a purchase order, quote, order page, or other ordering document issued or made available to you (including online or within the Vendormate App) by GHX or a GHX authorized marketplace provider that describes the specific Services to which you are subscribing and is accepted by GHX. No Orders are binding on GHX until accepted by GHX, including by way of making the applicable Service available to you. Orders do not have to be signed by you to be valid and enforceable if you have downloaded the Vendormate App or are otherwise accessing or using the specific Service.

4. FEES

4.1. Fees, Payment, and Credit Card Authorization. The fees for the Services are as set forth in the applicable Order or Additional Terms or, otherwise, as published by GHX at the time of your initial order or renewal of an applicable Service. You shall make all payments in U.S. dollars. Unless otherwise expressly set forth in an Order or the Additional Terms, all fees are due in advance. You must provide and maintain current valid credit card information with GHX at all times. You authorize GHX to charge such credit card for all Services as per the Agreement. Fees are non-cancelable and non-refundable.

4.2. Taxes. You are solely liable for, and shall pay, any and all taxes arising in connection with your purchase and use of Services, other than any federal, state, local, or other taxes based on or measured by GHX's net income or receipts. Fees under this Agreement are exclusive of federal, state, or local taxes, or other sales, use, value-added, excise, personal property, or other similar taxes.

5. BETA SERVICES.

From time to time, GHX may make Beta Offerings available to you as part of the Services. You may, in your sole discretion, choose to use a Beta Offering. GHX may discontinue a Beta Offering at any time, in its sole discretion, or decide not to make a Beta Offering generally available. "Beta Offerings" mean products, features, or services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar products, features, or services offered by GHX that are otherwise identified as being experimental or undergoing testing (e.g., "Pilot," "Test," or an "Evaluation"). BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS OF ANY KIND AND GHX WILL HAVE NO LIABILITY AND NO INDEMNIFICATION OR DEFENSE OBLIGATION FOR ANY BETA OFFERING WHATSOEVER.

6. TERM AND TERMINATION

6.1. Subscription Terms and Agreement Term. The duration, including renewal, of each Service (each, a “Subscription Term”) is set forth in the Order or, if not in the Order, in the Additional Terms applicable to such Service. If no Subscription Term is identified for a Service in the Order or the Additional Terms for such Service, the Subscription Term for such Service shall continue until terminated by either party in accordance with the Agreement. The Agreement will continue until terminated in accordance with the terms hereof.

6.2. Renewals. Your purchase and use of the Services is subject to the automatic renewal provisions in the applicable Order or Additional Terms. Those provisions identify enrollment terms, the applicable fees, and affirmative steps that you must take to cancel the automatic renewal. You authorize GHX to charge your credit card for the renewal of all Services as per the Agreement.

6.3. Termination by You. Unless otherwise set forth in the applicable Order or Additional Terms, you may terminate any or all Subscription Terms and this Agreement by providing GHX with at least 30 day’ prior written notice and deletion of the Vendormate App; provided that termination of any Subscription Term or this Agreement will not require GHX to refund any amounts paid prior to the date of termination nor relieve you of any payment obligations that accrued prior to the date of termination, even if payment is not due until after the date of termination.

6.4. Termination by GHX. GHX may terminate any Subscription Term and this Agreement at any time, with or without notice to you: (a) if you fail to pay any fees when due hereunder; (b) if GHX becomes aware that any Service infringes, or may infringe, on any proprietary rights, including any intellectual property rights of any person; or (c) if you materially breach any provision of the Agreement. Some Service are dependent upon third-party provided services or content; if GHX no longer has the rights or ability to provide such third-party provided services or content it may immediately terminate the effected Services.

6.5. Effect of Termination. Upon any termination of a Service or the Agreement, you will no longer have any right to access or use the Services. GHX is under no obligation to store or maintain any of your information following termination of the Services. The rights and obligations of the parties set forth in this Section 6.5 and Sections 4, 7, 8, 10, 11, 12, 13, 14, and 17, and any right or obligation of the parties in the Agreement which, by its nature, should survive termination or expiration of the Agreement, will survive any such termination or expiration of the Agreement.

7. OWNERSHIP; USE OF CONTENT; FEEDBACK

7.1. Ownership. The Services, including all of the content made available thereon, are the exclusive property of GHX and its licensors and service providers. This includes all text, design, graphics, videos, audio, logos, images, icons, downloads, interfaces, code, and software, and the selection and arrangement thereof. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels, or otherwise, under copyright, trademark, or other intellectual property rights. The Services and all of their content are protected individually and as a compilation by copyright, trademark, and other applicable laws of the United States and other countries, and GHX and its licensors and service providers reserve all their respective rights thereunder. GHX makes no warranty or representation that your use of the Services will not infringe rights of third parties. Any use of the Services or their content for purposes competitive to GHX is expressly prohibited. GHX also expressly prohibits any use of any hardware, device, software, or routine to damage or interfere with the Services or to gain unauthorized access to any hardware, software, system, or data.

7.2. Compliance Measures. The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against any use of the Services that is prohibited under the Agreement. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

7.3. Collection and Use of Information. You acknowledge that GHX may, directly or indirectly through the services of third parties, collect and store information regarding use of the Services and about equipment on which the Services is installed or through which it otherwise is accessed and used, through: (a) the provision of maintenance and support services; and (b) security measures included in the Services. You agree that GHX may use such information for any purpose related to any use of the Services by you or on your equipment or that is otherwise not prohibited by applicable law, including: (i) improving the performance of the Services or developing updates; and (ii) verifying your compliance with the terms of the Agreement and enforcing GHX's rights.

7.4. Feedback. The Vendormate App may request from you or allow you to provide feedback ("Feedback"). You agree that such Feedback shall be the exclusive property of GHX and you hereby assign the same to GHX. You further agree not to enforce, and otherwise waive to the fullest extent legally possible any moral rights that you may have now or in the future in respect of the Feedback and, to the extent GHX is not recognized as the owner of Feedback, you agree to, and hereby do, grant GHX a worldwide, perpetual, irrevocable, royalty-free, fee-free, fully transferable, and sub-licensable (through multiple tiers) license to use, exploit, and modify the Feedback in any way and for any purpose without payment to you.

8. CONFIDENTIALITY.

All information furnished or disclosed to you pursuant to the Services and the Vendormate App, including the Vendormate App itself and the content made available thereon, are confidential information of GHX ("Confidential Information"), excluding information you demonstrate is: (a) available to the general public without breach of the Agreement; (b) rightfully furnished to you by a third party without a breach of the third party's obligations to GHX or violation of applicable law; or (c) rightfully in your possession prior to the disclosure by GHX.

You agree to protect the confidentiality of the Confidential Information in the same manner that you protect the confidentiality of your (and, if applicable, your employer's) own proprietary and confidential information of like kind, but in no event with less than due care and attention. You will not reproduce or use any Confidential Information, except for the purpose of your authorized use of the Services. You will not disclose to any other person the Confidential Information without the prior written consent of GHX, except as provided in this Section titled Confidentiality. You will give prompt notice to GHX of any unauthorized disclosure of the Confidential Information of which you become aware.

If you receive a subpoena or other validly issued administrative or judicial process requesting the Confidential Information, you will provide prompt notice to GHX of the receipt and the substance of the subpoena or process if reasonably practical and permitted by law. In addition, to the extent permitted by applicable law, you will cooperate with GHX in any attempt to contest or limit required disclosure, at GHX's sole expense. You will be entitled to comply with the subpoena or process to the extent reasonably required by law.

Upon GHX's request, you will promptly return to GHX or delete or destroy all copies of the Confidential Information in your possession, custody, or control, except that you may retain any such Confidential Information for which you have a continuing right or license to use the same pursuant to the terms of the Agreement; provided that your duties to hold Confidential Information in confidence will survive as long as you hold such Confidential Information.

9. PERSONAL INFORMATION AND OTHER SUBMITTED MATERIAL

Submission of personal information to GHX or its service providers, including through the Services, and use of that information by GHX are subject to the [Privacy Policy](#). For clarity, for purposes of the Privacy Policy, the Vendormate App is deemed to include the Services.

Unless GHX indicates otherwise, by submitting any material to GHX via the Services, you are granting GHX and its affiliates an unrestricted, non-exclusive, royalty-free, perpetual, irrevocable, and fully

sublicensable right to use, display, publish, reproduce, modify, adapt, translate, distribute, and create derivative works from such material throughout the world in any media. You further agree that GHX and its affiliates are free to use any ideas, concepts, or know-how that you or individuals acting on your behalf provide to GHX. You grant GHX and its affiliates in their discretion the right to use the name you submit in connection with such material. With respect to all material you submit, you represent and warrant that (a) it is accurate; (b) you own or otherwise control all the rights to it; (c) its use does not violate any provision of the Agreement; (d) its use will not cause injury to any person or entity; and (e) you will indemnify and hold harmless GHX, its affiliates, and their respective directors, officers, employees, contractors and subcontractors, agents, licensors, service providers, and suppliers for all claims resulting from it.

10. INDEMNIFICATION BY YOU OF GHX

You agree to indemnify, defend, and hold harmless GHX, its affiliates, and their respective directors, officers, employees, contractors and subcontractors, agents, licensors, service providers, and suppliers from and against any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Services or any violation of the Agreement by you. If you cause a technical disruption of the Services or the systems making the Services available to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. GHX reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with GHX in the defense of such matter.

11. DISCLAIMERS

YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GHX DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TO: (I) THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (II) ANY WARRANTIES REGARDING TITLE AND NONINFRINGEMENT; AND (III) ANY WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. GHX MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE SERVICES OR ANY TECHNOLOGY ASSOCIATED WITH IT WILL BE SECURE OR FREE FROM MALWARE; (B) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (C) INFORMATION MADE AVAILABLE THROUGH THE SERVICES WILL BE ACCURATE, COMPLETE, OR TIMELY; OR (D) USE OF INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES WILL BE ADEQUATE, USEFUL, RELIABLE, OR SUITABLE FOR ANY PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION YOU MAY OBTAIN FROM GHX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY OF ANY KIND. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SERVICES, INCLUDING FROM UPLOADING OR DOWNLOADING ANY MATERIALS TO OR FROM THE SERVICES.

THE LAWS OF CERTAIN JURISDICTIONS MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES. IN SUCH A JURISDICTION, THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE TO ALL OF THE FOLLOWING: (A) YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES; (B) USE OF THE SERVICES IS AT YOUR OWN RISK; (C) ANY INFORMATION YOU SEND OR RECEIVE MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES; AND (D) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN WRITTEN AGREEMENTS EXECUTED BETWEEN US, NEITHER GHX NOR ITS AFFILIATES, SUPPLIERS, OR THIRD-PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED

TO THE SERVICES OR ANY OTHER SITE YOU ACCESS THROUGH A LINK OR INFORMATION PROVIDED AS PART OF THE SERVICES (INCLUDING WITHIN THE VENDORMATE APP) OR FROM ANY ACTIONS GHX TAKES OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO GHX, OR ANY DELAY OR INABILITY TO USE THE SERVICES, OR FROM ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SERVICES, THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES AND/OR GOODS, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE SERVICES, OR ANYTHING OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF GHX, ITS AFFILIATES, OR ANY OF ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IN NO EVENT SHALL GHX'S LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY YOU TO GHX FOR THE SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO ANY CLAIM AGAINST GHX (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT).

THESE DISCLAIMERS AND LIMITATIONS APPLY, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY ERROR, OMISSION, DEFECT, FAILURE OF PERFORMANCE, INTERRUPTION, DELETION, DELAY, MALWARE, DATA CORRUPTION, OR NETWORK OR SYSTEM OUTAGE RELATING TO THE SERVICES. THESE DISCLAIMERS AND LIMITATIONS APPLY ALSO APPLY TO ANY TANGIBLE OR INTANGIBLE LOSS, INCLUDING ANY LOSS OF YOUR OR ANY THIRD PARTY'S PROFITS, AND ANY THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS, OR USE OF ANY RECORD OR DATA. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT GHX, ITS AFFILIATES, AND THEIR SUPPLIERS AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY ACTS OF ANY THIRD PARTY IN CONNECTION WITH THE SERVICES, INCLUDING ANY ILLEGAL, DEFAMATORY, OFFENSIVE, OR UNAUTHORIZED CONDUCT BY ANY USER OF THE SERVICES.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THE AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

THE PARTIES HEREBY AGREE THAT THE LIMITATIONS OF LIABILITY CONTAINED HEREIN ARE AN ESSENTIAL PART OF THE CONSIDERATION BARGAINED FOR UNDER THE AGREEMENT, WITHOUT WHICH GHX WOULD NOT HAVE ENTERED INTO THE AGREEMENT OR PROVIDED THE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH JURISDICTIONS, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. EXCLUSIVE JURISDICTION FOR BRINGING CLAIMS AND GOVERNING LAW

The Agreement and your use of the Services are governed by such laws of the United States and the State of Colorado. By accepting these Terms or using the Services, subsection to Section 14, you irrevocably consent to the exclusive jurisdiction of the courts located in the State of Colorado for any action arising out of or relating to use of the Services or to the Agreement.

14. MANDATORY ARBITRATION; EXCLUSIVE JURISDICTION WAIVER OF A RIGHT TO A JURY TRIAL; NO CLASS ACTION

Any dispute, controversy or claim arising out of, relating to or in connection with the Services, including the breach, termination, or validity of the Agreement (each, a "Dispute"), shall be finally resolved by arbitration except that you and GHX are NOT required to arbitrate any Dispute (a) in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents, (b) in which either party seeks a temporary or preliminary injunction (but not a permanent injunction), (c) that can be adjudicated in a small claims court on an individual basis, or (d) that cannot be subject to mandatory arbitration as a matter of law. **YOU HEREBY WAIVE THE RIGHT TO A JURY TRIAL WITH REGARDING TO ANY DISPUTE.** The arbitration will be administered by a panel of 3 arbiters of the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section. The Federal Arbitration Act will govern the interpretation and enforcement of this section. The tribunal will have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THE AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. The arbitrators will not have authority to make any award that could not be made by a court of competent jurisdiction. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining provisions of the Agreement regarding arbitration will remain in force. You and GHX shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a court action to adopt or enforce an arbitrator's award, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that their dealings are in the course of interstate commerce. The parties agree that the Federal Arbitration Act ("FAA") applies to and governs this arbitration section. If the FAA is determined to be inapplicable, the laws of the State of Colorado shall apply to the arbitration section.

15. CHANGES TO THESE TERMS

GHX reserves the right, at any time and in its sole discretion, to change the Agreement in whole or in part, by making such update terms available to you through or on the Vendormate App or by sending you an email to the address identified in your account. You are responsible for reviewing, agreeing to, and complying with the Agreement in effect at the time you use the Services. Your continued use of the Services constitutes acceptance of the Agreement then in effect.

16. FORCE MAJEURE

GHX will not be liable for any failure, deficiency, or delay in the performance of the Services or its obligations under the Agreement due to any force majeure, which will include any storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, pandemic, epidemic, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials, or any cause or matter whatsoever not within the reasonable control of GHX. In the event of such a force majeure, GHX will be entitled to a reasonable extension of time for the performance of its obligations under the Agreement.

17. MISCELLANEOUS

17.1. Export Restrictions. You acknowledge and agree that the Services may be subject to the U.S. Export Administration Laws and Regulations. Diversion of such materials contrary to U.S. law is prohibited. You agree that none of the materials, nor any direct product therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries currently subject to U.S. embargo are: Cuba, Iran, Iraq, North Korea, Syria, and Sudan. This list is subject to change without further notice from GHX, and you must comply with the list as it exists in fact. You certify that you are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

17.2. US Government Users. Any of our technology for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable.

17.3. Apple Terms. If the version of the mobile Vendormate App you have downloaded is designed for use on an Apple iOS-powered mobile device (an "iOS App"), these Terms incorporate by reference the terms and conditions of the "Standard" Licensed Application End User License Agreement ("LAEULA") published by Apple, Inc. (www.apple.com/legal/macapps/dev/stdeula). For purposes of these Terms, GHX's iOS Vendormate App is considered the "Licensed Application" and GHX is considered the "Application Provider" under the LAEULA. To the extent that these Terms conflict with any of the terms and conditions of the LAEULA, these Terms shall control.

17.4. Entire Agreement, Admissibility, and Severability. The Agreement constitutes the entire agreement and understanding between GHX and you with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous oral or written communications or proposals between GHX and you with respect to such subject matter. In the event of any conflict between the terms of these Terms and any Additional Terms, the Additional Terms will control. You agree and acknowledge that your use of the Services does not make GHX your agent for any purpose, and that no agency, partnership, joint venture, or similar relationship exists, or is intended to exist between you and us by virtue of your use of Services. You agree that, except for the GHX indemnitees and as expressly provided in the Agreement, there shall be no third-party beneficiaries to the Agreement. A printed version of these Terms shall be admissible in any judicial, administrative, or other dispute resolution proceeding based on or relating to the Services or their use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision of these Terms is determined by a competent court with jurisdiction in the matter to be invalid, unenforceable, or void pursuant to applicable law, that determination shall not invalidate or void the remainder of these Terms, and the parties agree and intend that these Terms shall be amended by changing the offending provision only as far as is necessary to make it valid, legal, and enforceable while preserving its intention and that of the Agreement or, if such modification is not possible, the parties will substitute another provision that is valid, legal, and enforceable to achieve, as far as possible, the same results between the parties.

17.5. No Waiver. You agree that any failure by GHX to enforce any provision of the Agreement or respond to a breach by you or another party does not in any way waive our right to enforce subsequently any provision of the Agreement or any right of GHX or to act with respect to similar breaches.

17.6. Interpretation. If an ambiguity or question of intent or interpretation arises with respect to any term of the Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise, and no rule shall be enforced, favoring or disfavoring either party by virtue of authorship of any of the terms of the Agreement. The headings of sections of these

Terms are for convenience and are not to be used in interpreting these Terms. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words “hereof,” “hereby,” “herein,” “hereto,” and “hereunder” and words of similar import shall refer to the Agreement as a whole and not to any particular Section or paragraph of the Agreement; (b) the words “include,” “includes” or “including” are deemed to be followed by the words “without limitation;” (c) the word “or” has the same meaning as “and/or;” (iv) references to a “Section” are references to a section of this Agreement; and (d) derivative forms of defined terms will have correlative meanings.

17.7. Assignment. You may not, directly or indirectly (including by change of control or operation of law), assign or transfer, or purport to assign or transfer, any right or obligation under the Agreement without the prior written consent of GHX, which may be given or withheld in GHX’s sole discretion; any attempted assignment or transfer without GHX’s consent will be invalid and not effective. GHX may subcontract or delegate any or all of its rights and obligations under the Agreement to an affiliate or a third party without any notice to or consent from you.

17.8. Notices and Contact. Any notice delivered by GHX to you under the Agreement will be delivered via mail or email at the then-current address input into the Vendormate App or via an in-Vendormate App message. If you have any questions or comments about the Agreement or the Services, or need or desire to provide GHX with any notice under the Agreement, you may contact GHX using any of the following methods:

Email: compliance@ghx.com

Global Healthcare Exchange, Inc.
Attn: Director, Compliance and Enterprise Risk Management
1315 W. Century Dr., Suite 100
Louisville, Colorado 80027
USA
Phone: 1.720.887.7000
Fax: 1.720.887.7200