

VENDORMATE TERMS AND CONDITIONS

By executing an Order Form referencing these Vendormate Terms and Conditions, you ("Customer") agree to the terms and conditions herein (together with the Order Form, this "Agreement"). Each party may be referred to herein as a "Party" and collectively as the "Parties". All references to Customer are deemed to include Customer's Affiliates. In the event of a conflict between this Agreement the Order Form, the terms of this Agreement will govern, unless specifically stated to the contrary in the Order Form. All capitalized terms will have the meaning given in this SOW or as defined in this Agreement.

ARTICLE 1- LICENSE GRANT; ACCESS RIGHTS; RESTRICTIONS

1.1 License Grant. Subject to Customer's compliance with this Agreement, Vendormate grants a non-exclusive, non-transferable license for the Term (as defined in Article 3) to Customer and its Affiliates, and Customer's and its Affiliates' employees, contractors, and/or bona fide existing or potential vendor representatives authorized to use the respective Service (each a "Designated Individual") to access and use the Services. Vendormate will make available to Customer such updates, revisions, corrections, enhancements, or modifications to the Services hereafter which are generally made available to Vendormate's licensees.

1.2 Access Rights. In order to use the Service, Customer must obtain access to Vendormate servers through the World Wide Web at Customer's own expense. Except as otherwise set forth in a SOW, Vendormate will provide to Designated Individuals unlimited access to the Service through unique logon identifiers and passwords (collectively, the "Logon"). Customer will ensure that each Designated Individual will: (a) be responsible for the security and/or use of his or her Logon; (b) not disclose such Logon to any person or entity; (c) not permit any other person or entity to use his or her Logon; (d) immediately notify Vendormate of any known or suspected unauthorized use of a Logon or any other breach of security; and (e) use the Service in accordance with this Agreement. Vendormate reserves the right to deny, suspend or revoke access to the Service, in whole or in part, upon the breach by Customer of this Agreement, or a breach by a Designated Individual, provided that Customer fails to cure that breach within 30 days. Vendormate reserves the right to immediately revoke or deny access to Customer or Designated Individuals who violate the terms of this Agreement while acting outside the scope of their employment or for using the Service for a purpose other than that intended by the Parties.

1.3 Restrictions. Except as otherwise provided in this Agreement, Customer agrees that Customer will not knowingly: (a) provide, disclose, divulge or make available to, or permit use of the Service by any third party; (b) copy, duplicate, or reproduce all or any part of the Service (except as expressly provided for herein); (c) interfere, or attempt to interfere, with the Service in any way; and (d) engage in or allow any action involving the Service that is inconsistent with this Agreement; (e) use the Services for employment purposes or for any other purpose deemed to be an impermissible purpose under the Fair Credit Reporting Act ("FCRA"); and (f) take any action based on the Services without independent verification.

1.4 Affiliates. Customer represents and warrants that: (a) it is duly authorized to enter into this Agreement for itself and any Affiliates listed on the attached Affiliate List; and (b) Customer and its Affiliates will comply with this Agreement in accessing and using the Services. Customer may add or delete Affiliates through a written amendment to this Agreement executed by Customer and Vendormate.

ARTICLE 2 - FEES; PAYMENT TERMS

2.1 Fees. All amounts due Vendormate are payable in full within 30 days from date of invoice ("Due Date"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of 1.0% per month or the highest lawful rate, whichever is lower. Customer will pay all sales, use, service, and similar taxes levied or based on the Service fees other than taxes based on or measured by Vendormate's income, revenues, employees, or corporate existence. Vendormate shall not invoice and Customer shall not pay any taxes if Customer has provided Vendormate reasonable evidence of Customer's tax exemption, such as a valid tax exemption certificate, relieving Vendormate of the responsibility to collect taxes.

2.2 Fee Adjustments: During the Service Term, fees for the Services with recurring fees will automatically increase by 5% from the prior year's fee annually. These fee adjustments are in addition to any fee metric, transaction based or other fee adjustments provided for in an SOW or Schedule.

2.3 Travel Expenses. Vendormate will obtain preapproval from Customer prior to traveling to support this Agreement. Customer will respond to requests in a timely manner. GHX is not responsible for any delays in Service due to Customer not approving travel.

ARTICLE 3 - TERM; TERMINATION

3.1 Agreement Term. This Agreement shall be in effect for a period of three years from the Effective Date (the "Initial Term") unless terminated earlier as otherwise provided for in this Agreement. Thereafter, this Agreement will renew under identical terms for additional one-year terms after expiration of the Initial Term (each "Renewal Term" and together with the Initial Term, shall be referred to as the "Term") until terminated by either Party upon 60 days written notice prior to the end of the Initial Term or the then current Renewal Term; provided, however, that Customer shall continue to be responsible for any applicable payment to Vendormate for the Services to be terminated through the end of the applicable Service Term. If the term of any SOW extends beyond the term of this Agreement, this Agreement will continue to apply to that SOW until the SOW is terminated.

3.2 Service Term. The term of each Service shall commence on the effective date of the applicable SOW (the "Service Effective Date") for such Service and continue for a period of three years ("Initial Service Term"), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, the Service and applicable SOW will renew under identical terms, except as set forth in this Agreement or applicable SOW, for additional one-year terms after expiration of the Initial Service Term (each a "Service Renewal Term" and together with the Initial Service Term, shall be referred to as the "Service Term") until terminated by either Party upon 60 days written notice prior to the end of the then current Service Term.

3.3 Termination. Either Party may terminate this Agreement or any SOW (i) for breach by the other Party if the breach is not cured within 30 days after receipt of written notice; or (ii) if the other Party is declared insolvent by, or files a voluntary petition of bankruptcy in, a court of competent jurisdiction, or assigns this Agreement for the benefit of creditors. Further, if Customer fails to pay fees due to Vendormate after 30 days' written notice and right to cure, Vendormate may suspend performance of all Vendormate services until payment. Customer remains liable for fees for any Vendormate services suspended or terminated for breach by Customer. Termination or suspension is without prejudice to the non-breaching Party's other rights or remedies.

ARTICLE 4 - RESPONSIBILITIES

4.1 Adherence to Timeline. Timelines will be specified in the project schedule for the Service. Adherence to these timelines is important for Service implementation. If launch or the project schedule is delayed more than 60 days, either Party may redeploy resources or reschedule work until notice from the other Party to resume the Services. Vendormate may continue implementation tasks within Vendormate's control, and/or either Party may exercise its rights or remedies under this Agreement (including termination for breach after notice and right to cure). Any rescheduling will be based on a mutually agreed revised project schedule, dependent on resource availability and may be subject to a reengagement fee.

4.2 Service Availability. Service Availability is the ability to utilize the Service as described in each applicable SOW Service Schedule.

4.3 Systems and Processes. Customer shall, at its own cost, comply with all technical requirements for the Services (as described in the SOWs) and maintain its relevant information technology ("IT") systems and applications as needed to meet these technical requirements. To meet operational and security needs, Vendormate may notify Customer of changes to the technical requirements. Customer must notify Vendormate of any changes to Customer's IT systems, applications, certifications or processes that impact the Services. Customer changes are subject to the Additional Scope section.

4.4 No Modification. Customer shall not modify Vendormate's technical configurations or Service parameters.

4.5 Security Controls. Each Party shall use commercially reasonable efforts to maintain the security of network systems, environments, and data within that party's control.

4.6 PHI and Other Sensitive Data. Unless Vendormate specifications for the Service include fields specifically for this information, Customer will take reasonable steps to avoid transmitting to Vendormate sensitive or proprietary data. Customer will not provide any protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA").

4.7 Accepted Practice. Vendormate shall perform its obligations in a commercially reasonable manner.

4.8 Customer Center. The Customer Center is Customer's initial point of contact for support. The Customer Center is available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time at 1-888-476-0377, or online at <https://ghx.com/customer-care>.

4.9 Training. Vendormate provides one initial remote, online training for the Services via the train-the-trainer model at no additional cost. Customer is responsible for training its additional personnel and directing them to the GHX Community Portal for training. Onsite or additional training are subject to the Additional Scope section. Vendormate help linked within each Service provides standard documentation for the Services. Custom documentation and simulation help is subject to the Additional Scope section.

4.10 Additional Scope. Services outside the scope described in the SOW require an amendment, variations schedule or change order (when available) and additional fees may apply.

ARTICLE 5 - LIMITATION OF LIABILITY

NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF REVENUE, LOSS OF MONEY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR LOSS OF REPUTATION, UNDER ANY THEORY OF LAW, EVEN IF THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDORMATE'S AGGREGATE LIABILITY FOR ALL ACTS OR OMISSIONS, SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO VENDORMATE IN THE PRIOR 12 MONTHS FOR THE SERVICE GIVING RISE TO THE LIABILITY.

ARTICLE 6 - DISCLAIMER AND INDEMNIFICATION

6.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDORMATE MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS WITH RESPECT TO THE SERVICES. ALL SERVICES ARE PERFORMED HEREUNDER "AS IS." VENDORMATE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WITH REGARD TO THE AGREEMENT AND SERVICES THEREUNDER.

6.2 Indemnification. Each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents ("Indemnitees") from and against any and all loss, cost, damage, expense, judgement and liability including reasonable, out of pocket attorney's fees ("Loss") suffered or incurred by the Indemnitees resulting from or arising out of any third party claim, demand, action, suit or proceeding ("Claim") (i) relating to the indemnifying Party's failure to comply with requirements of applicable law or regulations; (ii) resulting from the indemnifying Party's gross negligence or willful misconduct; or (iii) in the case of Vendormate, that any Vendormate intellectual property infringes, misappropriates or violates third parties' rights under any United States trademark, United States copyright, trade secret or any United States patent issued as of the Effective Date unless the Claim is caused by misuse or modification by Customer (except as authorized by Vendormate) or by Customer's use of Vendormate Intellectual Property in combination with any product or information not owned by or developed by Vendormate. If a Service infringes, or in the opinion of Vendormate is likely to infringe, any third party intellectual property right, Vendormate shall, as the exclusive remedy and at its sole option and expense, either: (a) procure for Customer the right to continue to use the Service as set forth in this Agreement; (b) replace the Service with non-infringing software; (c) modify the Service to make its use non-infringing while being capable of performing the same or substantially the same function or (d) terminate Customer's right to use the Service and give Customer a refund of any unused subscription fees for such Service.

ARTICLE 7 - OWNERSHIP

The Service shall remain the exclusive property of Vendormate or its third party licensors, and all copyrights, trade secret rights, and other intellectual property rights with respect thereto, are and will at all times be the sole and exclusive property of Vendormate or its third party licensors. Customer specifically agrees that all material related to the Services shall not be considered work-made-for-hire and that such material (including all intellectual and proprietary rights contained therein) shall, upon creation, be solely and exclusively owned by Vendormate. Vendormate may compile information related to the performance and use of the Services as part of its efforts to develop and provide ongoing innovation to all of Vendormate's customers, including the development, marketing and sale of data and analytics tools and products. Vendormate will do such activities only in a manner that is anonymized and aggregated and will take reasonable steps to ensure that Customer's identity is not revealed and cannot reasonably be expected to be ascertained by anyone who receives data or reports based on such information. Vendormate retains all intellectual property rights in such information.

ARTICLE 8 - CONFIDENTIALITY

The Parties agree that (a) all information in oral, visual, written, electronic, or other tangible or intangible form that is communicated to the receiving Party ("Recipient") by the disclosing Party ("Discloser") that is either marked or identified as proprietary or confidential or to which the Recipient has access to in connection with this Agreement that a reasonable person would understand or expect to be confidential; and (b) trade secrets as defined under applicable state or federal law, will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement (collectively defined as "Confidential Information"). Each Party as Recipient agrees that it will (i) use the same means it uses to protect its own confidential information, but in no event less than reasonable precautions, to prevent the disclosure and unauthorized use and to protect the confidentiality of Confidential Information; (ii) not use or reproduce the Confidential Information, including that Recipient will not reverse-engineer, disassemble, decompile, extract proprietary information from, or translate any of the Discloser's products or software; and (iii) not at any time, without the express written permission of the Discloser, disclose any such Confidential Information, or any information derived there from, directly or indirectly to any third person or entity, except to its employees' agents, contractors, officers, directors, attorneys, accountants and financial advisors ("Representatives"), who are bound to similar confidentiality restriction and have a need to know.

The Recipient of the Confidential Information is responsible for compliance with and liable for any breach of this Article by its Representatives. The Recipient of Confidential Information may disclose Confidential Information to the extent required by law or judicial or administrative order; provided that the Recipient gives the Discloser reasonable notice (unless notice is prohibited by law or order). The Discloser may seek protective orders at its own expense.

Confidential Information shall not include information that: (a) was publicly known at the time of disclosure by the Discloser; (b) becomes generally known or available by publication; (c) was developed by or on behalf of the Recipient by individuals with no knowledge of, and without access to or use of, the Discloser's Confidential Information or any information generated from such Confidential Information or (d) otherwise learned by a Party through legitimate means other than from the other Party or anyone connected with the other Party. Upon termination or expiration of this Agreement, Customer will cease using the Service and, if requested, each Party will use commercially reasonable efforts to return or destroy all of the other Party's Confidential Information in its possession. Recipient may maintain reasonable copies of Confidential Information for archive, backup, evidentiary, and compliance purposes. The terms of this Article 9 will continue to apply to Confidential Information retained by Recipient until it is returned or destroyed.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Governing Law. This Agreement is deemed to have been made and will be construed and interpreted in accordance with the laws of the State of Delaware without regards to its principles of conflicts of law and the Parties agree to the exclusive jurisdiction of the federal and state courts located in Delaware.

9.2 Relationship; Assignment. The individual executing this Agreement on behalf of Customer represents that he or she has authority to do so. This Agreement shall be binding on the Parties and their successors and permitted assigns. Neither Party shall assign this Agreement, or any part thereof, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided however, that if Vendormate is a party to a merger, acquisition, sale of all or substantially all of its assets, or other substantial change in control or ownership, directly or indirectly, Customer waives this consent requirement. Any attempted or purported assignment in violation of this section shall be null and void.

9.3 Force Majeure. Except for obligations to make payment neither Party will be liable to the other for any delay in performance or inability to perform due to Force Majeure. "Force Majeure" includes any acts or omissions of any civil or military authority, acts of God, acts or omissions of the other Party hereto, terrorism, fires, strikes or other labor disturbances, major equipment failures, fluctuations or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment that cannot reasonably be foreseen or prevented, or any other act, omission or occurrence beyond either Party's reasonable control. If either Party's performance is delayed by Force Majeure, the time for performance will be reasonably extended.

9.4 Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party nor any of its employees or agents will be construed to be the agent, the employer, or representative of the other Party. Neither Party has any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party, except as may otherwise be set forth in this Agreement.

9.5 Notices. All notices, requests, demands, consents and approvals (“Notices”) under this Agreement shall be delivered in writing, and will be deemed to have been fully given and received: (i) when delivered in writing personally on a business day; (ii) when sent by confirmed facsimile on a business day during business hours; (iii) three (3) business days after being mailed, if mailed by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after deposit with a commercial overnight carrier, with written verification of such receipt. Such notice shall be sent to the address on the signature page. Any Party to this Agreement may, by notice given in accordance with this Section, designate a new address for Notices.

9.6 No Third Party Beneficiaries. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party hereto, including without limitation, Designated Individuals.

9.7 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof. Any prior agreements, promises, negotiations or representations, whether written or oral, regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of Vendormate and Customer. The Services provided by Vendormate are subject to the condition that they will not be used for any unlawful purposes.

9.8 Severability and Waiver. In the event any provision of this Agreement is rendered invalid or unenforceable by an act of Congress including, but not limited to, HIPAA, the Anti-Kickback Statute, the Criminal and Civil False Claims Act, the Federal Self-Referral Statute (Stark I, II, and III), the Criminal False Statement Act, or any other provision relating to the fraud and abuse compliance obligations of providers participating in the Medicare and/or Medicaid programs, or by any duly promulgated regulation, or declared null and void by any court of competent jurisdiction, the Parties shall exercise their commercially reasonable efforts to renegotiate this Agreement to comply with the requirements of law. If the Parties fail to reach such an accommodation after 90 days following a written request by either of the Parties to discuss such an accommodation, then either Party may terminate this Agreement upon 30 days' written notice, without further obligation or penalty, financial or otherwise, to the other Party. Waiver by a Party of any default by the other will not be deemed a waiver of any other default irrespective of whether the default is similar.