

Vendormate Service Package Terms

These Service Package Terms ("Package Terms") are between you and Global Healthcare Exchange, LLC (on behalf of and collectively with GHX's wholly owned subsidiary Vendormate, Inc. "GHX") and governs your use of GHX's Vendormate "Service Package" offerings (as further described below) made available through GHX's Vendormate website and mobile application (collectively, the "Vendormate App"). "You" and "your" refers to the individual consumer or business entity that will use the Service Packages; if accepting or using the Service Packages 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.

Your use of the Service Packages is also subject to GHX's Vendormate Terms of Use (available at <https://www.ghx.com/credentialing/vendormate-terms-of-use/>) (the "Terms of Use") and Vendormate Privacy Policy (available at <https://www.ghx.com/vendormate-privacy-policy>) (the "Privacy Policy"). These Package Terms constitute a "Service Agreement" under the Terms of Use. Your use of services through the Vendormate App other than the Service Packages, such as the Vendormate Credentialing services, are also subject to the Terms of Use (such other services the "Standard Services, and collectively with the Service Packages and the Vendormate App, the "Services"). For purposes of the Terms of Use, the Vendormate App will be deemed to be part of the "site" as referred therein. **Please review the Terms of Use and Privacy Policy carefully – among other provisions, the Terms of Use contain terms related to: MANDATORY ARBITRATION, EXCLUSIVE JURISDICTION FOR BRINGING CLAIMS, GOVERNING LAW, INDEMNIFICATION BY YOU OF GHX, AND LIMITATIONS OF LIABILITY.**

By clicking the "Agree & Continue" button, using the Service Packages, or otherwise expressly agreeing to these Package Terms, you agree to be bound by the terms of these Package Terms and the Terms of Use (collectively, the "Agreement").

Service Packages

The "Service Package" consist of the Enhanced Support Services, Credentialing Priority Services, Training Course Services, and Other Service Packages as each is identified below.

Membership Pricing for Service Packages

Service Year and Initial Annual Fee

A "Service Year" means the remainder of the then-current annual membership period for your Vendormate Credentialing services or each 12-month renewal period for your Vendormate Credentialing services thereafter. If, however, you upgrade from the Gold Package to the Diamond Package within 90 days prior to the renewal date of your Vendormate Credentialing membership, then your initial Service Year will be the period commencing upon your order of the Service Package and ending upon the earlier of (i) the end of your next annual Vendormate Credentialing membership period; or (ii) 15 months after the date of Service Package purchase. **Please note that the Service Year is in most cases different than the annual period commencing on the date you order the Service Packages.**

The Service Packages are currently available at three package levels (each, a "Package"). In the applicable ordering document or screen within the Vendormate App where you order the Service Packages (each, an "Order Page"), you will identify which Package you are ordering. The annual membership price (the "Annual Fee"), if any, for the first Service Year for each Package will be identified in the Order Page. Upon completion of the Order Page, you will be charged for such Annual Fee via the credit card information you provide or that is otherwise on file with GHX ("Your Credit Card"). **Please note that you will be charged the full Annual Fee for the then-current Service Year, which Service Year will likely not be a full 12-month period.**

Customers of the Vendormate Credentialing services are automatically enrolled in the Gold Package level unless they elect to order another Package level.

Membership Renewal and Annual Fee for Additional Service Years

Upon expiration of any Service Year, your membership to the Service Packages at your selected Package level will automatically renew for the next Service Year, unless you provide GHX with notice of termination prior to the commencement of such next Service Year. You must provide such notice through email (support@vendormate.com), telephone (1-888-476-0377), or your online account. The Annual Fee for your membership to the Service Packages for each Service Year will be GHX's then-current Annual Fee for your selected Package level as published on the Vendormate App or GHX's website immediately prior to the commencement of such Service Year. If, at the time of any renewal, the information GHX has on Your Credit Card is out of date or not accurate, GHX may terminate your membership.

Per-Course Fees

If you elect to order any Courses (as defined below) that are not covered by your then-current Package, you may so order the Course in the Vendormate App and will be charged the then-current fee for such Course as identified therein when you make the order (each, the "Per-Course Fee"). GHX will charge the Per-Course Fee for any ordered Course to Your Credit Card at the time you place such order.

Non-Refundable Nature; Taxes

All fees for the Service Packages, including the Annual Fees, the Per-Course Fees, and the fees, if any, for Other Service Packages, are fully paid when made and non-refundable. Your completion of any Order Page for any applicable Service Package will be considered your order of such Service Package and the date thereof will be the date of your order. You may terminate your membership to the Service Packages early, but you will not receive a refund of any Annual Fee paid prior to termination.

If you do not use or complete a Course prior to its expiration (see Limitations and Restrictions on Training Course Services below), no refund will be provided for the corresponding Per-Course Fee. If you order a Course again after its expiration, you must pay the then-current Per-Course Fee for such Course.

All fees payable by you under the Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any income taxes imposed on GHX. You hereby authorize GHX to charge Your Credit Card and remit to the applicable taxing authority any such taxes which GHX is required to pay.

Package Levels

The Package level you select in the applicable Ordering Page controls as to the Service Packages provided to you. The following service offerings at each identified Package Level currently include:

Service	Package Level		
	Gold	Platinum	Diamond
Enhanced Support Service	<ul style="list-style-type: none"> Standard support via telephone, chat, and email Hours: 7am – 8pm ET: Monday-Friday (excluding GHX holidays) 	<ul style="list-style-type: none"> Standard support via telephone, chat, and email Hours: 7am – 8pm ET: Monday-Friday (excluding GHX holidays) 	<ul style="list-style-type: none"> Standard support via telephone, chat, and email Priority support telephone number Hours: 7am – 8pm ET: Monday-Friday (excluding GHX holidays)
Credentialing Priority Service	N/A	Credentialing requests generally prioritized over customers with lower Package levels (Gold).	Credentialing requests generally prioritized over customers with lower Package levels (Gold & Platinum).
Training Courses Service	Available for order on a Course-by-Course basis for the then-current applicable Per-Course Fee.	<ul style="list-style-type: none"> Included Courses: <ul style="list-style-type: none"> HIPAA for Business Associates Bloodborne Pathogens Training Other Courses available for order on a Course-by-Course basis for the then-current applicable Per-Course Fee. 	<ul style="list-style-type: none"> Included Courses: <ul style="list-style-type: none"> HIPAA for Business Associates Bloodborne Pathogens Training AdvaMed and Phrma Code Training Aseptic Techniques Training Compliance, Ethics, and Fraud for Sales Professionals FDA Reporting for Safer Medical Products Fire and Electrical Safety Informed Consent Training National Patient Safety Goals Operating Room Protocols Training Radiation Safety Sunshine Act Training TB Prevention Other Courses available for order on a Course-by-Course basis for the then-current applicable Per-Course Fee.

Enhanced Support Services

GHX will provide to you its standard support regarding the Vendormate App and the Services via telephone (1-888-476-0377), email (support@vendormate.com), and chat functionality within the Vendormate App. The Support Services do not include training regarding the Vendormate App or the Services, nor does it include support for any third-party application or services. Support requests received via the priority support number provided as part of the Diamond Package level described above will receive priority in response and resolution over support requests from customers in other Package levels.

Credentialing Priority Services

When you request credentialing be provided to a given healthcare system or provider (each, a “Provider”) as part of the Standard Services, the processing of such request will be given priority over other customers as per the Package Level details above. Any targeted timelines provided by GHX for completion of a credentialing request (in the Vendormate App or otherwise) are targets only. Actual timing for completion of a credentialing request may be affected by various factors, including higher than normal volumes of credentialing requests.

Training Course Services

Through the Vendormate App, you may order any of the then-listed training courses (each, a “Course”). When you order a Course, the Course will be provided by a third-party service provider (the “Training Provider”) and is provided on the Training Provider’s website, which is not part of the Vendormate App.

Limitations and Restrictions on Training Course Services

Training Provider’s Terms and Conditions

When you launch a Course, you will be directed to the Training Provider’s own website(s). Different terms and conditions may apply to your use of those website(s) and the services as provided by the Training Provider, including relating to the Training Provider’s use and processing of your personal information. GHX is not responsible for the content, security, operation, or use of any such website or the products or services that may be offered or obtained through such website. GHX is not responsible for any loss, damages, or other liabilities incurred as a result of your access or use of such websites, products, or services.

Authorizations are Personal to You

Each authorization to take a Course is personal to you. You may not transfer the Course or the right to take the Course any other person; any attempt of such a transfer is void and is a breach of the Agreement. You may not share the Course with any other person or allow any person to view the Course, including while you are viewing the same.

Expiration of Courses

Your ability to access an ordered Course has an expiration date. Unless indicated otherwise in the Course, your right and ability to access a Course will expire on the earlier of (i) 60 days after you first launch the Course; (ii) the date you successfully complete the Course as evidenced by passing the final exam or being eligible for a certificate of completion; (iii) the expiration or termination of your underlying Vendormate Credentialing services membership; (iv) any earlier date imposed due to regulatory changes affecting the Course; or (v) GHX no longer has the right or ability to resell or provide access to the Course.

If you have ordered the Platinum or Diamond Package level, you may only take each Course once and each Course must be taken within the then current Service Year, subject to the above paragraph. If you: (a) fail to take a Course within the time period identified in the then current Service Year, subject to the above paragraph; (b) complete a Course; or (c) start a Course which expires as per the prior paragraph, you must pay the then-current Per-Course Fee if you wish to take such Course thereafter.

You agree and understand that upon expiration of your ability to access a Course, you will no longer be able to use or access such Course without paying an additional Per-Course Fee at the then-current rate.

Course Content Maintained by the Training Provider

You acknowledge and agree that: (i) GHX and the Training Provider may, from time to time, elect to update the Courses, but GHX does not warrant or guarantee that any Courses will be current or updated, or that any updates will be made available to you, at any time during the term of the Agreement; (ii) GHX does not control the content of the Courses and does not assume, and expressly disclaims, any responsibility for Course content or any obligation to update and include any information in the Courses; (iii) GHX is not advocating the use of any product described in the Courses (or elsewhere), nor is GHX responsible for misuse of a product or improper performance of a task or service due to typographical or other errors in the Courses, your negligence, or otherwise; and (iv) you will use the content included in the Courses only as a reference aid, and that such content is not intended to be (nor should it be used as) a substitute for the exercise of professional judgment or legal advice. In view of the possibility of human error or changes in technology, you should confirm the content in the Courses through independent sources.

Not Applicable for all Providers

Successful completion of a Course and your receipt of a corresponding certificate of completion (each, a "Certificate") will only serve applicable credentialing requirements for a Provider who has elected to permit such a Certificate as fulfilling such applicable credentialing requirements for such Provider. Providers may have different or additional credentialing requirements for topics or areas covered in whole or in part by a Course, and may change their credentialing requirement from time to time. GHX makes no commitment or guarantee that any Course or Certificate will meet any credentialing requirement (in whole or in part) for any specific Provider.

Other Service Packages

GHX may elect from time to time to include additional services as part of the Service Packages, include services that are only available, or have different attributes, at different Package levels. Such Other Service Packages will be solely as then identified within the Vendormate App and are subject to change or discontinuance by GHX at time, with or without notice. Such Other Service Packages may be subject to a separate charge, which will be identified in the applicable Order Page.

Termination by GHX

GHX may terminate the Services at any time, with or without notice to you: (i) effective upon the end of any Service Year; (ii) if you fail to pay any fees when due hereunder; (iii) if GHX becomes aware that any Service infringes, or may infringe, on any proprietary rights, including any intellectual property rights of any person; or (iv) if you materially breach any provision of the Agreement. The Training Provider may terminate your access to or use of the Services for any violation of the Training Provider's website. Upon any such termination, 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.

Use of Content

The Services and all of the content made available thereon are the exclusive property of GHX and its licensors and service providers. This includes, without limitation, all text, design, graphics, videos, audio, logos, images, icons, downloads, interfaces, code, and software, and the selection and arrangement thereof. 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. All trademarks, service marks, and logos on the Services are the property of their respective owners. Nothing on or in the Services shall be construed as granting any license or right to use any trademark, service mark, or logo without the owner's prior written permission, except as otherwise expressly stated herein or in any Service Agreement. GHX makes no warranty or representation that your use of the Services will not infringe rights of third parties.

GHX expressly prohibits any use or disclosure of content of the Services other than as necessary for you to receive the Services, including without limitation copying, uploading, modifying, distributing, publishing, transmitting, reverse engineering, selling, licensing, or creating derivative works from any content of the Services. Any use of the Services or their content for purposes competitive to GHX or the Training Provider 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.

GHX prohibits anyone from framing the Services or their content or using the Services or proprietary marks as meta tags, except with GHX's prior written consent. This prohibition covers all framing and "hidden text" techniques and technology.

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 and the Vendormate App. 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.

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 (i) the security and use of the Credentials and (ii) 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.

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. In addition to uses of your personal information as permitted by the Privacy Policy, GHX may share your name and a unique identifier for you with the Training Provider for purposes of providing the Training Course Services to you, and you hereby direct GHX to provide, and consent to GHX providing, such of your information to the Training Provider for such purposes. You also consent and direct GHX to share your name and any other personal information included in any Certificate with any Provider to which you provide such Certificate using the Vendormate App.

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 (i) it is accurate; (ii) you own or otherwise control all the rights to it; (iii) its use does not violate any provision of the Agreement; (iv) its use will not cause injury to any person or entity; and (v) 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.

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 BUT NOT LIMITED 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 WITHOUT LIMITATION 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.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE TO ALL OF THE FOLLOWING: (I) YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SERVICES; (II) USE OF THE SERVICES IS AT YOUR OWN RISK; (III) ANY INFORMATION YOU SEND OR RECEIVE MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES; AND (IV) 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 WITHOUT LIMITATION 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 WITHOUT LIMITATION 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 PACKAGE TERMS 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.

Jurisdiction and Applicable 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 Package Terms or using the Services, you irrevocably consent to the 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.

Mandatory Arbitration; No Class Action

Except as otherwise provided in the Terms of Use, any dispute, controversy or claim arising out of, relating to or in connection with the Services, including without limitation the breach, termination, or validity of the Agreement, shall be finally resolved by arbitration. 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.

Changes to These Package Terms

GHX reserves the right, at any time and in its sole discretion, to change these Package Terms 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 these Package Terms in effect at the time you use the Services. Your continued use of the Services constitutes acceptance of these Services Terms then in effect.

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 but not be limited to 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.

Entire Agreement, Admissibility, and Severability

These Package Terms, together with the Terms of Use, the Privacy Policy, any policies or operating rules posted on GHX's website, and any other Service Agreement (as defined in the Terms of Use), constitute 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 Package Terms and the Terms of Use, these Package 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 Services 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 Package 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 Package Terms, and the parties agree and intend that these Package 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.

Miscellaneous

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.

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.