

GLOBAL HEALTHCARE EXCHANGE TERMS AND CONDITIONS

GHX CREDENTIALING, CONTRACTING AND COMPLIANCE ORDER FORM

By executing an Order Form referencing these Global Healthcare Exchange Terms and Conditions GHX Credentialing, Contracting and Compliance Order Form, 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, as defined in the Order Form. In the event of a conflict between this Agreement and the Order Form, the terms of this Agreement will govern, unless specifically stated to the contrary in the Order Form.

1. LICENSE GRANT; ACCESS RIGHTS; RESTRICTIONS

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

1.2 Access Rights. In order to use the Service selected in one or more Order Forms, Customer must obtain access to GHX servers through the World Wide Web at Customer's own expense. GHX will provide Designated Individuals 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 GHX of any known or suspected unauthorized use of a Logon or any other breach of security; and (e) use the Service in accordance with the terms and conditions of this Agreement. GHX 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. GHX 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. 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 or reproduce all or any part of the Service; (c) interfere, or attempt to interfere, with the Service in any way; (d) engage in or allow any action involving the Service that is inconsistent with the terms and conditions of this Agreement; (e) use the Services for employment purposes or for any other purpose deemed to be a permissible purpose under the Fair Credit Reporting Act ("FCRA"); or (f) take any action based on the Services without independent verification.

2. TERM; TERMINATION

2.1 Term: The Agreement commences on the effective date of the applicable Order Form ("Effective Date") and continues in effect until the end of the term of the applicable Order Form (the "Service Term").

2.2 Termination. Either Party may terminate this Agreement for cause if the complained of activity is not cured within 30 days after receipt of written notice. In addition, GHX may suspend Services until Customer remedies a Customer Default, or GHX may terminate this Agreement and/or any or all of the Services being provided hereunder in the event of a Customer Default. A "Customer Default" occurs when Customer (a) fails to cure any monetary breach within five days of receiving notice of the breach from GHX; (b) fails to cure any nonmonetary breach of any terms of this Agreement within 30 days of receiving notice of the breach from GHX; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law.

These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to GHX at law or in equity.

3. RESPONSIBILITIES

3.1 Adherence to Timeline. Timelines will be specified in the project schedule for the Service. Adherence to these timelines is important for Service implementation. If Service 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, GHX may continue implementation tasks within GHX's control, and/or either Party may exercise its rights or remedies under this Agreement. Any rescheduling will be based on a mutually agreed revised project schedule, dependent on resource availability and may be subject to a reengagement fee.

3.2 Systems and Processes. Customer will, at its cost, comply with all technical requirements for the Services (as described in the Order Form or provided by GHX) and maintain its relevant information technology ("IT") systems and applications as needed to meet these technical requirements. To meet operational and security needs, GHX may notify Customer of changes to the technical requirements. Customer must notify GHX of any changes to Customer's IT systems, applications, certifications or processes that impact the Services.

3.3 No Modification. Customer will not modify GHX's technical configurations or Service parameters.

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

3.5 PHI and Other Sensitive Data. The Services do not use or require protected health information, personally identifiable information or other sensitive personal data. Customer will not submit or store protected health information, personally identifiable information, sensitive personal data or similar information, which is subject to legal and regulatory requirements regarding the processing, storage, transmission, etc. of such information in connection with its use of the Service.

3.6 Accepted Practice. GHX will perform its obligations in a commercially reasonable manner.

3.7 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://ghxcommunity.force.com/community/login>.

3.8 Training. Except as otherwise set forth in an Order Form, GHX 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 trainings are subject to the Additional Scope section.

3.9 Documentation. GHX help linked within each Service provides standard documentation for the Services. Custom documentation and simulation help is subject to the Additional Scope section.

3.10 Milestones:

- a. Launch: GHX initiates the project, project schedule is agreed to and a combined project team launch call is completed. Launch occurs promptly after implementation resources are assigned by Customer and GHX, typically within 90 days after the Effective Date.
- b. Design/Build: Customer-specific requirements have been defined.
- c. Test/Deploy: Mutually agreed requirements have been tested; training and deployment complete.
- d. Close: The Services have been implemented and Customer has been transitioned from implementation Customer has been transitioned from implementation to support. The Additional Scope section applies to any additional implementation services requested by Customer after close.

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

4. LIMITATION OF LIABILITY

NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND BUSINESS INTERRUPTION) OR OTHER SIMILAR DAMAGES, EVEN IF THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GHX'S TOTAL LIABILITY TO ALL PARTIES FOR ALL ACTS OR OMISSIONS, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO GHX IN THE PRIOR 12 MONTHS FOR THE SERVICE GIVING RISE TO THE LIABILITY.

5. DISCLAIMER AND INDEMNIFICATION

5.1 Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GHX MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS WITH RESPECT TO THE SERVICES. GHX PROVIDES ALL SERVICES HEREUNDER "AS IS." GHX 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 THIS AGREEMENT AND THE SERVICES HEREUNDER.

5.2 Mutual Indemnification. Each Party shall indemnify and hold harmless the other Party, its officers, directors, employees and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs and expenses (including attorney's fees and costs) resulting from or arising out of any third party 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 GHX, that any GHX 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 GHX) or by Customer's use of GHX Intellectual Property in combination with any product or information not owned by or developed by GHX. If a Service infringes, or in the opinion of GHX is likely to infringe, any third party intellectual property right, GHX 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 noninfringing 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.

5.3 Exclusive Remedy. This Section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section.

6. OWNERSHIP

The Service shall remain the exclusive property of GHX 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 GHX 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 GHX. GHX 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 GHX's customers, including the development, marketing and sale of data and analytics tools and products. GHX 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. GHX retains all intellectual property rights in such information.

7. CONFIDENTIALITY

The Parties agree that (a) all information communicated to it by the other and identified and marked as “confidential;” (b) all information to which the other Party has access to in connection with this Agreement that a reasonable person would understand or expect to be confidential; (c) trade secrets as defined under applicable state or federal law; and (d) the Services (collectively defined as “Confidential Information”) will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and unauthorized use and to protect the confidentiality of Confidential Information. Each Party agrees that it will not at any time, without the express written permission of the disclosing Party, disclose Confidential Information directly or indirectly to any third person, 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 disclosing Party reasonable notice (unless notice is prohibited by law or order). The disclosing Party may seek protective orders at its own expense.

Confidential Information shall not include information that is: (a) already in the public domain; (b) becomes generally known or available by publication; (c) discovered or created by either Party independent of this Agreement; 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 shall return, or destroy, all of the other Party's Confidential Information in its possession (provided that any such information stored on routine back-up media solely for the purpose of disaster recovery will only be subject to destruction in the ordinary course; provided that the terms this Article will continue to apply to such backed-up information).

8. GENERAL PROVISIONS

8.1 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 Colorado 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 the city and county of Denver, Colorado.

8.2 Relationship; Assignment. 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 GHX 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.

8.3 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.

8.4 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.

8.5 Notices. All notices given under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by express mail, private courier or facsimile. Notice will be given when received on a business day, or if mailed, five business days after it was mailed, as evidenced by the postmark. The address for notice to either Party will be the address shown on the Order Form and in the case of GHX a copy to Global Healthcare Exchange, Attn: General Counsel, 1315 W Century Dr, Suite 100, Louisville, Colorado 80027. Either Party may change its address by notice as provided by this Section.

8.6 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.

8.7 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 GHX and Customer. The Services provided by GHX are subject to the condition that they will not be used for any unlawful purposes.

8.8 Severability and Waiver. The invalidity or unenforceability of any term or provision herein will in no way affect the validity or enforceability of any other term or provision. 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.