

**GLOBAL HEALTHCARE EXCHANGE
SUPPLIER OR PROVIDER USER AGREEMENT
TERMS AND CONDITIONS – EUROPE**

LOCAL LAW ADDENDUM – NETHERLANDS

This Local Law Addendum – Netherlands is added to and incorporated in the Agreement.

1. Limitation of Liability

a. Limitations:

- i. NEITHER PARTY WILL BE LIABLE FOR ANY CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, PERFORMANCE OR BREACH OF THIS AGREEMENT, OR ANY SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT, EXCEPT FOR EACH PARTY'S UNLIMITED LIABILITY FOR (i) GROSS NEGLIGENCE OR WILFUL MISCONDUCT, (ii) DEATH OR PERSONAL INJURY, OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE SECTIONS TITLED INDEMNITY BY GHX AND INDEMNITY BY USER. Nothing in this section shall limit or exclude each party's rights or responsibilities as to termination under the Termination section of the Agreement or GHX support under the applicable SOW.
- ii. LOSS OF BUSINESS, USE OR DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARE NOT RECOVERABLE UNDER DUTCH LAW FOR UNDER THIS AGREEMENT OR FOR ANY SERVICES COVERED OR FURNISHED UNDER THIS AGREEMENT AND NEITHER PARTY WILL BE LIABLE FOR ANY OF THESE KIND OF DAMAGES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST USER OR GHX.

- 2. Governing Law; Jurisdiction:** The Agreement is governed by, and shall be construed in accordance with Dutch law with the exception, if applicable to the Services, of the UN Sales Convention (CISG). All disputes arising under or in connection with the Agreement shall be submitted exclusively to the competent court in Amsterdam authorised to take jurisdiction of any disputes arising from or related to the Agreement. Each party submits expressly and exclusively to the jurisdiction of these courts.

- 3. Interest and Late Fees:** On all sums past due, in addition to the amount due by User to GHX, User agrees to pay interest at the default interest rate permitted by law from the date due until paid in full, plus reasonable collection costs, including additional judicial or collection costs and reasonable attorneys' fees, without prejudice to GHX's other rights or remedies.