

**GLOBAL HEALTHCARE EXCHANGE
SOW TERMS AND CONDITIONS - EUROPE**

1. **SOW:** The SOW consists of the SOW signature page, these SOW Terms and Conditions and all Schedules.
2. **Service Description:** The Services are described in the SOW Services Schedules. Any application or software provided by GHX is provided as a Service and may only be used during the Term. Reference to User in the SOW Terms and Conditions and the SOW Services Schedule means User and its Affiliates who subscribe to the applicable Service.
3. **Project Managers:** Each party will appoint a project manager or lead acting as a project manager and exchange project manager contact information. Project managers are responsible for day-to-day management of the Services. Each party will notify the other party of project manager changes and is responsible for addressing any schedule impacts due to these changes.
4. **Milestones:** Unless otherwise provided in a Schedule, the milestones for the Services are:
 - a. **Launch:** GHX initiates the project, project schedule is agreed to and a combined project team launch call is completed. Launch occurs after implementation resources are assigned by User and GHX, typically within 90 days after the Effective Date.
 - b. **Design/Build:** User-specific requirements have been defined, the final implementation scope and specifications documented through GHX's standard service scope document if required. GHX configurations are complete in User's ERP and GHX test environments for the Services.
 - c. **Test/Deploy:** Mutually agreed requirements have been tested; training and deployment to production complete. A hypercare phase of up to two weeks of implementation support will be provided after deployment to production.
 - d. **Close:** The Services have been implemented and User has been transitioned from implementation to GHX support. The Additional Scope section applies to any additional implementation services requested by User after close.
5. **Adherence to Timeline:** The project schedule will be mutually agreed during project launch unless otherwise specified in a Schedule. If project launch or implementation of the Services is delayed more than 60 days, the party who is not responsible for the delay may redeploy resources and reschedule work until notice from the other party to resume the Services or exercise its rights or remedies under the Agreement or SOW. Any rescheduling will be based on a mutually agreed revised project schedule, dependent on resource availability and, if caused by User, subject to the Additional Scope section.
6. **User Responsibilities**
 - a. **Systems and Processes:** User will maintain, at its cost, its relevant information technology ("IT") systems, applications and interfaces as reasonably required in all technical requirements in the Schedules or otherwise provided by GHX or as reasonably necessary to integrate with the Services. To meet operational and security needs, GHX may notify User of changes to the technical requirements. User must notify GHX of any changes to User's IT systems, applications, certifications or processes that impact the Services. User changes are subject to the Additional Scope section.
 - b. **No Modification:** User will not modify GHX's technical configurations or Service parameters without GHX prior consent, not to be unreasonably withheld.
 - c. **Cooperation:** User is responsible for providing documentation, personnel, resources and cooperation to GHX from User, its Affiliates and third party contractors as reasonably necessary to implement, test, perform and configure or reconfigure the Services and any upgrades or enhancements. User is responsible for uploading and maintaining data in the Services except as otherwise provided in a Schedule.
 - d. **Security Controls:** Each party will use commercially reasonable efforts to maintain the security of network systems, environments, and data within that party's control.
 - e. **Personal Data and Other Sensitive Data:** Unless GHX specifications for a Service include data fields specifically for this information, User will take reasonable steps to avoid transmitting to GHX (i) any personal data and other protected health information as defined under the Agreement or (ii) other sensitive or proprietary data.
 - f. **Third Party Contractors:** User will obtain from its third party vendors, contractors, representatives and agents all licenses, rights, consents and agreements required for the Services and any upgrades or enhancements, excluding licenses provided by GHX as part of the Services and including any agreements necessary to protect personal data and other protected health information as required by the Agreement. User's third party contractors may use the Services solely on behalf of User and its Affiliates. GHX may limit third party contractor's access to the Services as required to protect GHX Confidential Information or GHX Intellectual Property. Each party is responsible for compliance with the Agreement and SOWs by its third party contractors.
 - g. **Support:** User will assign a primary point-of-contact for GHX support, implementation and User's internal support process. User and its Affiliates will contact User's primary point-of-contact before GHX support.
7. **GHX Responsibilities:** Unless otherwise specified in a Schedule:

- a. **GHX Support:** GHX Europe Support is available Monday through Friday, 08:00 to 18:00 CET, GHX UK and Republic of Ireland Support is available Monday through Friday, 09:00 to 17:00 UK time. Support excludes public holidays where applicable. The initial point of contact for GHX support will be provided at or prior to launch.
 - b. **Training:** GHX provides one initial remote, online training for the Services via the train-the-trainer model as part of the fees for the Services. User is responsible for training its personnel and ensuring its personnel have appropriate experience and skills for the Services and training. Onsite or additional training are subject to the Additional Scope section.
8. **Fees and Travel**
 - a. **Fees:** The Service fees are set forth on the Invoice Schedule and other Schedules. All invoices are due 30 days after the invoice date. Subscription fees are payable annually in advance. If User fails to activate available Services during the subscription fee billing period, User will not be entitled to a refund, fee reduction or an extension of the Term.
 - b. **Taxes:** The Service fees are net prices. Any applicable VAT will be payable by the User at the statutory rate as amended. Reverse charge procedure may apply.
 - c. **Travel:** User will be billed for GHX's reasonable out-of-pocket expenses (including transportation, accommodations and meals) for travel or other related expenses reasonably required by GHX to perform the Services unless otherwise provided in a Schedule.
9. **Additional Scope:** Services outside the scope described in the Schedules (including changes to ERP, IT systems or processes) require an amendment or change order and additional fees. The SOW may be modified and new Schedules may be added only by a mutually executed amendment or, when available, change order.
10. **Changes; Order of Precedence:** The SOW may be modified only by a mutually executed amendment or, when available, change order. The SOW is incorporated in the Agreement. The order of precedence for any conflict is: (i) the Agreement, including any Variation Schedule to the Agreement; (ii) any Variation Schedule to this SOW, (iii) these SOW Terms and Conditions; (iv) the SOW Services Schedules; (v) the Invoice Schedule; and (vi) any other Schedule to this SOW.
11. **Aggregated Data:** User grants GHX a worldwide, perpetual, royalty-free license to use Transaction Data for the preparation of Aggregated Data.
12. **Termination:** Either party may terminate the Agreement, any SOW, Schedule or GHX services upon:
 - a. Failure of the other party to cure the complained of activity after 30 days' prior written notice, if the other party breaches any material term of the Agreement or the applicable SOW, or
 - b. Upon renewal as provided in the Agreement or the applicable SOW.Neither party may terminate the Agreement or any SOW, Schedule or GHX services for convenience notwithstanding anything to the contrary in the Agreement.
13. **VAN, PEPPOL and VAS:** For Services transmitted through a third party EDI Value Added Network (**VAN**) connection, transmitted through a third party PEPPOL access point in the United Kingdom (England, Northern Ireland, Scotland, Wales) (**PEPPOL**) or provided through a third party Value Added Service Provider (**VAS**), User agrees that:
 - a. GHX transmission obligations are limited to transmissions between the Service and the systems of the applicable VAN, VAS or PEPPOL.
 - b. The VAN, VAS and PEPPOL are not considered subcontractors or agents of GHX.
 - c. GHX's responsibility and liability with respect to acts or omissions of the VAN or VAS is limited to enforcement of GHX's remedies against the VAN or VAS under the agreement between GHX and the VAN or VAS for the benefit of GHX and User. GHX disclaims all responsibility and liability with respect to acts or omissions of PEPPOL.
 - d. Data related to the Service may be disclosed to or used with the VAN, VAS and PEPPOL, as applicable, even if the data includes protected health information, personal data or Confidential Information, for the purpose of performing the Services and any other services provided by GHX.
 - e. Trading partners of User or its Affiliates connected through a VAN, VAS or PEPPOL may not have a signed User Agreement with GHX. It is up to User and its Affiliates to determine if any agreement between User or its Affiliates and their trading partners or PEPPOL is necessary or desirable. GHX is only facilitating communications, usually via EDI, between User or its Affiliates and their trading partners for Services transmitted through a VAN, VAS or PEPPOL.
 - f. GHX will identify the Services that use a VAN, VAS or PEPPOL and provide the name and address and any other reasonably requested information regarding the applicable VAN or VAS, upon User's written request.
 - g. The VAN or VAS may require User and its Affiliates to execute supplementary agreements or acknowledgements in connection with the Services.
 - h. All communications between User and PEPPOL must be coordinated through GHX.
14. **Cross Default:** If either party breaches any SOW, Schedule or GHX service, the other party may terminate the breached SOW, Schedule or GHX service after 30 days' notice and right to cure. Breach of an SOW, Schedule or GHX service does not constitute breach of any other SOW, Schedule or GHX service. If User fails to pay fees due

to GHX after 30 days' notice and right to cure, GHX may suspend performance of all GHX services until payment. User remains liable for fees for any GHX services suspended or terminated for breach by User. Termination or suspension is without prejudice to the non-breaching party's other rights or remedies. This section is notwithstanding anything to the contrary in the Agreement or any SOW.

15. **Languages:** If in these SOW Terms and Conditions there is a discrepancy between the German and English language version, the German language version shall prevail.