

**GLOBAL HEALTHCARE EXCHANGE, LLC
SOW TERMS AND CONDITIONS**

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 as a Service and may only be used during the Term.
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**
 - 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 User and GHX, typically within 90 days after the Effective Date.
 - b. **Design/Build:** User-specific requirements have been defined, and GHX configurations are complete in User's MMIS/ERP and GHX test environments for the Services.
 - c. **Test/Deploy:** Mutually agreed requirements have been tested; training and deployment complete.
 - d. **Close:** The Services have been implemented and User has been transitioned from implementation to GHX Community Portal for support. The Additional Scope section applies to any additional implementation services requested by User after close.
5. **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, GHX may continue implementation tasks within GHX's control, and/or either party may exercise its rights or remedies under the UA or SOW (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, if caused by User, may be subject to a reengagement fee.
6. **User Responsibilities**
 - a. **Systems and Processes:** User will, at its cost, comply with all technical requirements for the Services described in the Schedules or provided by GHX and maintain its relevant information technology ("IT") systems and applications as needed to meet these technical requirements. GHX will support the current or immediately preceding version of web browsers supported by Microsoft, Google or Mozilla. 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.
 - c. **Cooperation:** User will make documentation, personnel and resources available to GHX and cooperate as reasonably necessary to implement, test, perform and configure or reconfigure the Services and any upgrades or enhancements.
 - 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. **PHI 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 protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") 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 business associate agreements required under HIPAA. User's third party contractors may use the Services solely on behalf of User and its Affiliates, provided they are not competitors of GHX. 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 support, implement an internal support process and contact User's primary point-of-contact before GHX support.

7. **GHX Responsibilities**

- a. **GHX Customer Center:** The GHX Community Portal is User's initial point of contact for GHX support. GHX Community Portal is available Monday through Friday, 5:00 a.m. to 6:00 p.m. Mountain Standard Time at 1-800-YOUR-GHX, or 24/7 online through the GHX Community Portal at <https://ghxcommunity.force.com/community/login>. GHX Community Portal also provides 24-hour emergency telephone support.
- b. **Training:** GHX provides one initial remote, online training for the Services via the train-the-trainer model at no additional cost. User 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.
- c. **Documentation:** GHX help linked within each Service provides standard Services documentation. Custom documentation and simulation help is subject to the Additional Scope section.

8. **Fees and Travel**

- a. **Fees:** The Service fees are set forth on the Invoice Schedule. All invoices are due 30 days after the invoice date. User will pay all sales, use, service, and similar taxes levied or based on the Service fees other than taxes based on or measured by GHX's income, revenues, employees, or corporate existence. GHX shall not invoice and User shall not pay any taxes if User has provided GHX evidence of User's tax exemption, such as a valid tax exemption certificate, relieving GHX of the responsibility to collect taxes.
- b. **Fee Adjustments:** Fees for the Services will automatically increase 5% from prior year's fee each year during the Initial Term. These fee adjustments are in addition to any fee metric, transaction based or other fee adjustments provided for in a Schedule.
- 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.

- 9. **Additional Scope:** Services outside the scope described in the SOW (including changes to MMIS/ERP, IT systems or processes) require an amendment, Variations Schedule or change order (when available) and additional fees may apply.

- 10. **Changes; Order of Precedence:** The SOW may be modified only by a mutually executed amendment or, when available, change order. This 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 Variations Schedule to this SOW; (iii) the SOW Services Schedules; (iv) the Invoice Schedule; (v) these SOW Terms and Conditions; 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, or Schedule or GHX services for breach or upon renewal as provided in the Agreement and 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. 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.