

GENERAL TERMS

These general terms and conditions (the “**General Terms**”), by and between TriZetto Provider Solutions, LLC (“**TriZetto**”) and the corporation, LLC, partnership, sole proprietorship or other business entity (“**Client**”) identified on the purchase order incorporating these General Terms, signed by Client and accepted by TriZetto (the “**Order**”), govern TriZetto’s provision of, and Client’s use of, the Services. “**Services**” means the Subscription Services and/or the Professional Services. “**Subscription Services**” means TriZetto’s online claims processing, revenue cycle management and analytics services comprised of proprietary software, tools, databases and related technology accessed remotely, via the cloud, as described on an Order. “**Professional Services**” means the professional services described on an Order or statement of work (“**SoW**”).

1. Agreement Framework. To access and use, or receive, the Services, Client must first execute an Order. An Order, together with these General Terms, constitute an agreement (the “**Agreement**”). All documents attached hereto or referenced herein, including the BAA (defined below), are incorporated into this Agreement. If Client is a service provider to a healthcare provider, and not a healthcare provider itself, Client is a “**Service Provider**” and agrees to be bound by the **Service Provider Terms** located at [http://www.trizettoprovider.com/TrizettoIntranet/media/TriZetto/Legal_Documents/Service-Provider-Terms-05232017.pdf].

2. Services. Subject to the terms and conditions of the Agreement, TriZetto will provide Client the Services described on an Order. For Subscription Services, the parties agree to be bound by the **Subscription Services Terms**, located at [http://www.trizettoprovider.com/TrizettoIntranet/media/TriZetto/Legal_Documents/Subscription-Services-Terms-05232017.pdf], and for Professional Services, the parties agree to be bound by the **Professional Services Terms**, located at [http://www.trizettoprovider.com/TrizettoIntranet/media/TriZetto/Legal_Documents/Professional-Services-Terms-05232017.pdf].

3. Client Data.

3.1. Safeguards; HIPAA Rules. TriZetto will use reasonable and appropriate safeguards as described in the business associate agreement located at [http://www.trizettoprovider.com/trizettoIntranet/media/TriZetto/Legal_Documents/BAA-05232017.pdf] (the “**BAA**”). Since this Agreement contemplates the exchange of Protected Health Information between the parties as contemplated by the HIPAA Rules (as defined in the BAA), the parties agree to be bound by the terms of the BAA.

3.2. Use of Client Data. TriZetto will process Client Data in accordance with this Agreement, the Order and/or applicable SoW and the BAA. “**Client Data**” means data that originates from Client and that Client (a) enters, inputs, stores or processes in the Services, or (b) provides to TriZetto to be processed or stored by TriZetto in connection with the performance of the Services, including all of the corrections and updates to the data.

3.3. Data Accuracy. Client is responsible for the completeness and accuracy of all Client Data submitted to TriZetto and TriZetto will have no responsibility or liability for the accuracy of data uploaded to the Services by Client, or otherwise provided to TriZetto for use with the Services.

3.4. Data Analytics. Client hires and authorizes TriZetto to extract Client Data from any existing database and to de-identify Client Data in accordance with the HIPAA Rules (as defined in the BAA) to create a de-identified data set and grants TriZetto a nonexclusive, worldwide, paid-up, royalty-free, perpetual and irrevocable right and license to create derivative works of such data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense such data set and such derivative works in any technology now existing or later developed. TriZetto shall own all products, solutions and services that it creates using such data sets, and all of the intellectual property rights embodied in and related to such products, solutions and services.

4. Client Responsibilities.

4.1. Authorization. Client shall cooperate with TriZetto and shall execute and deliver such documents and take such other actions as TriZetto may reasonably request for the purposes of completing any electronic data interchange (“EDI”) insurance plan enrollment and registration forms that may be required by a third party payer. If necessary to provide Services, Client authorizes TriZetto to receive EDI transactions from Client and such EDI transactions will be provided to TriZetto in a mutually acceptable form and manner.

4.2. Compliance with Laws. In its use of the Services, Client will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information, Protected Health Information, Client Data, and laws applicable to the veracity and truthfulness of claims including but not limited to federal and state False Claims Acts.

4.3. Required Systems; Technical Information. Client is responsible for computer servers, software, workstations, printers, routers, modems and other related communications equipment used by Client to access the Services. TriZetto shall support secure file transfer protocol for website processing of claims. Client shall provide TriZetto with all technical data and all other information TriZetto may reasonably request from time to time to allow TriZetto to provide the Services. Information supplied by Client shall be complete, accurate, and given in good faith.

4.4. Independent Judgment; Medical Disclaimer. Client accepts responsibility for and acknowledges that Client will exercise independent judgment in its use of the Services and shall be solely responsible for such independent judgment. Client acknowledges that the Services are in no way intended to intervene in the rendering of healthcare services. The Services provided under the Agreement are not medical devices and are not intended to be used in the diagnosis or treatment of medical conditions. TriZetto and the Services are not providing medical or legal advice.

5. Confidential Information.

5.1. The term “**Confidential Information**” means the business or technical information disclosed by a party (the “**Discloser**”) to the other party (the “**Recipient**”) that is identified as being confidential at the time of disclosure or disclosed under circumstances that would lead a reasonable person to believe such information is confidential. Confidential Information does *not* include Protected Health Information, and such information will be handled pursuant to the BAA. The terms of the Agreement and any user identification and password that affects Client’s access to or use of the Subscription Services are also considered Confidential Information. Excluded from the definition of Confidential Information is information that: (a) is or becomes generally known or available to the public (unless due to a breach of the Agreement by Recipient); (b) was known by Recipient without restriction as to use or disclosure before receipt of the information from Discloser; (c) is acquired by Recipient from a third party who has the right to disclose it without restriction as to use or disclosure; or (d) is independently developed by Recipient without using any Confidential Information of Discloser or violating Discloser’s intellectual property rights.

5.2. Use and Disclosure. The Recipient agrees that Confidential Information is proprietary to the Discloser and shall remain the sole property of the Discloser. Except as expressly permitted by this Article 5, Recipient shall (a) not disclose, except under a binding confidential disclosure agreement as restrictive as the confidentiality terms hereunder, Discloser’s Confidential Information or use Discloser’s Confidential Information, and then only in performance of this Agreement; (b) use the same level of care to prevent unauthorized disclosure or use of Discloser’s Confidential Information as Recipient uses with its own similar information, but no less than a commercially-reasonable level of care; (c) use Confidential Information only for the purposes permitted in the Agreement; and (d) promptly notify Discloser upon discovery of any loss or unauthorized disclosure of the Discloser’s Confidential Information. Notwithstanding the foregoing, the Recipient shall be allowed to disclose Confidential Information of the Discloser to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

5.3. Injunction. The parties agree that breach of this Article 5 would cause irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, a party will be entitled to injunctive relief against such breach or threatened breach, without proving actual

damage or posting a bond or other security.

5.4. Termination and Return. With respect to each item of Confidential Information, the obligations of Section 5.2 above (*Use and Disclosure*) will survive for so long as Discloser's Confidential Information is retained; provided that such obligations related to Confidential Information constituting Discloser's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination or expiration of the Agreement, Recipient shall return or destroy all originals and copies of Confidential Information. The obligation to return or destroy Confidential Information shall not apply to archival copies of Client Data that TriZetto creates in the performance of the Services if the copies are maintained at a secure TriZetto facility or the secure facility of a reputable third party data backup services provider, provided TriZetto does not access such Client Data for any unauthorized purpose. If requested by Discloser, Recipient shall certify that it has met its obligations under this Section 5.4.

6. Payment Terms.

6.1. Fees. Client agrees to pay TriZetto all charges specified in each Order, and, if applicable, any SoW or Change Order, charges for use in excess of authorizations, any customs or other duty, tax, levy or fee imposed by any authority resulting from Client's purchases under the Agreement, and any late payment fees. Pricing listed on an Order is valid only for the initial term of the Services and may be changed for any renewal term.

6.2. Invoicing. Except as provided on an Order, all invoices shall be due upon receipt and payable within fifteen (15) days of the invoice date without withholding, deduction or set-off of any amount for any reason. Any overdue invoices will bear interest at a rate equal to the lesser of (i) one and a half percent (1.5%) per month or (ii) the maximum rate allowed under applicable law, until the overdue invoice and accrued interest are fully paid. TriZetto may suspend or terminate the Services based on overdue invoices by providing thirty (30) days advance written notice, *provided* such overdue payment is not made within such thirty (30) day period. Client shall reimburse TriZetto for any expenses incurred by TriZetto in pursuing collection of overdue invoices.

7. Representations and Warranties.

7.1. From TriZetto. TriZetto represents and warrants to Client that it provides each Service using commercially reasonable care and skill in conformance in all material respects with the Agreement and any applicable SOW. If a Service task fails to conform to this warranty, TriZetto shall exercise commercially reasonable efforts at its expense to re-perform the task in compliance with the Services warranty described above.

7.2. From Client. Client represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and to use and disclose Client Data; (b) all claims and transactions submitted are accurate, complete and truthful representations of the services provided and comply with applicable Medicaid and Medicare program standards and federal and state False Claims Act requirements; and (c) it will obey all applicable laws, rules and regulations regarding use of the Services.

7.3. Warranty Disclaimers. Except to the extent set forth in Section 7.1 above, CLIENT ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE. And except as set forth in this Article 7, TRIZETTO PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRIZETTO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR.

8. Indemnification.

8.1. From TriZetto. TriZetto will defend and indemnify Client and Client's Associates (as defined below in Section 8.3) against any "**Indemnified Claim**," meaning any unaffiliated third party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Subscription Services. TriZetto's obligations set forth in this Section 8.1 do not apply to

the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) third party software; (c) Client's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided TriZetto offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) TriZetto's modifications made in compliance with specifications provided by Client, including without limitation deliverables to the extent created based on such specifications; (e) any deliverable, if the SoW or a disclosure provided at or before delivery states that such deliverable incorporates third party software or other assets; or (f) use of the Subscription Services in combination with hardware or software not provided by TriZetto.

8.2. From Client. Client will indemnify and defend TriZetto and TriZetto's Associates (as defined below in Section 8.3) against any "**Indemnified Claim**," meaning any unaffiliated third party claim, suit, or proceeding arising out of or related to Client's alleged or actual use of, misuse of, or failure to use the Services, including without limitation: (a) claims by Client's customers or employees; (b) claims related to the submission of false, misleading or fraudulent enrollment forms and/or claims for payment or reimbursement related to a healthcare transaction; and (c) violations of law.

8.3. Litigation and Additional Terms. The obligations of the indemnifying party ("**Indemnitor**") pursuant to Section 8.1 or 8.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the indemnified party's or any of such indemnified party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided the indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "**Associates**" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

9. Limitation of Liability.

9.1. Exclusion of Consequential Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER ARTICLE 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

9.2. Dollar Cap. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER ARTICLE 8, PAYMENT OBLIGATIONS UNDER ARTICLE 6, CLAIMS BY EITHER PARTY AGAINST THE OTHER PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE CLAIMING PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CLAIMS FOR BREACH OF ARTICLE 5 (CONFIDENTIAL INFORMATION), NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY CLIENT TO TRIZETTO DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

9.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) TO OBLIGATIONS UNDER THE BAA; (d) EVEN IF TRIZETTO IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CLIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of this Article 9, TriZetto's liability will be limited to the maximum extent permissible.

10. Term and Termination.

10.1. Term. The term of this Agreement will commence on the Effective Date of the first Order and continue until the expiration or termination of all Orders or SoWs, unless terminated earlier as provided herein. The term, including renewal term(s), for a Service is described on an Order. Except as provided on an Order, terms for a Service renew automatically unless either party notifies the other of its intent not to renew thirty (30) or more days before any renewal date, and such renewal terms for a Service may be terminated without cause by

providing written notice, effective thirty (30) days after the date of notice.

10.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice, effective in thirty (30) days unless the other party first cures such breach. Without limiting TriZetto's other rights and remedies, TriZetto may suspend or terminate a Client's access to the Subscription Services at any time, without advanced notice, if TriZetto reasonably concludes Client has violated the acceptable use policy or the other requirements of this Agreement in a way that subjects TriZetto to potential liability.

10.3. Effects of Termination. Upon termination of this Agreement, all Orders and SOWs terminate, Client shall cease all use of the Services and delete, destroy, or return all copies of TriZetto Confidential Information in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Client to pay fees incurred before termination; (b) Articles and Sections 5 (*Confidential Information*), 7.3 (*Warranty Disclaimers*), 8 (*Indemnification*), 9 (*Limitation of Liability*), 11 (*Feedback*), 12 (*Dispute Resolution*) and 13 (*Miscellaneous*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

11. Feedback. TriZetto does not agree to treat as confidential any Feedback (as defined below) that Client or its authorized users provide to TriZetto, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict TriZetto's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client or an authorized user in question. Client hereby grants TriZetto a perpetual, irrevocable right and license to exploit Feedback in any and every way. "**Feedback**" means any suggestion or idea for improving or otherwise modifying any of TriZetto's products or services.

12. Dispute Resolution. Subject to each party's right to seek injunctive or equitable relief for any default under the Agreement, in the event of any dispute or cause of action that arises under the Agreement ("**Dispute**"), the parties shall follow the procedures in this Article 12. Either party shall notify the other party in writing of the Dispute ("**Dispute Notice**"). Within ten (10) business days after receiving a Dispute Notice, each party's designated representatives shall meet (in person, telephonically, or by video conference) and shall attempt to negotiate a resolution within ten (10) business days. If the representatives are unable to resolve the Dispute within such period, or any additional extension of time that is mutually agreed upon in writing, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any actions taken under this Article 12 shall remain confidential and be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any comparable state provision.

13. Miscellaneous.

13.1. Relationship of the Parties. The parties are independent contractors. The Agreement does not establish any relationship of partnership, joint venture, or agency between the parties. Personnel of each party and their affiliates shall not be deemed employees or agents of the other party. Except as provided otherwise in the Agreement, neither Party has the power to bind the other or to incur obligations on behalf of the other.

13.2. Notices. Each party's address for receiving notices is set forth on the Order. Either party may change its address for notice by notifying the other party in writing of the new address. Notices are effective (a) on the date of actual delivery if the notice is delivered personally by a party, if the notice is delivered by a nationally recognized delivery service that can confirm the date of delivery, or if the delivery is made by the U.S. Postal Service as certified or registered mail and the return receipt confirms the date of delivery; or (b) when the receiving party confirms receipt if the notice is delivered electronically by facsimile or e-mail.

13.3. Subcontractors. TriZetto may subcontract the performance of all or any part of a Service to a subcontractor or an affiliate of TriZetto, provided TriZetto shall remain liable to Client for the performance of such Services. Client is not a party to TriZetto's subcontractor agreements. TriZetto shall include provisions in its subcontractor agreements sufficient to protect Client Data and Client's Confidential Information in a manner consistent with the terms of the Agreement.

13.4. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.5. Assignment and Successors. Client may not assign this Agreement or any of its rights or obligations hereunder without TriZetto's express written consent. Any attempted assignment without this consent is void. Except to the extent forbidden in this Section 13.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.6. Validity. If any court or arbitrator finds a provision of the Agreement invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, the other provisions of the Agreement shall remain in full force and effect, and the invalid or unenforceable provision shall be revised by the arbitrator or court to render the provision legal and enforceable and consistent with the original intention of the parties.

13.7. Publicity. Either party may publicly disclose the existence of the Agreement and accurately describe the parties' relationship under it, provided the terms of the Agreement are not disclosed. Client may use TriZetto's primary corporate logo on its website to identify TriZetto as a solution provider and TriZetto may use Client's primary corporate logo on its website and in its marketing materials to identify Client as a customer. Each party's use of the other's logo shall be subject to any usage guidelines provided by the owner of the logo and to any review requested by the owner of the logo. This right to use the other party's logo may be withdrawn at any time with reasonable notice from the party that owns the logo.

13.8. Governing Law. This Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties.

13.9. Precedence. In the event of any conflict among the attachments to this Agreement and these General Terms, the following order of precedence will govern, with lower numbers governing over higher ones: (1) Business Associate Agreement; (2) an Order; (3) these General Terms; (4) the Subscription Services Terms; (5) the Professional Services Terms; (6) any SoW, with more recent Statements of Work taking precedence over prior ones; and (7) any other attachments. No Order, SoW or other attachment incorporated into this Agreement will be construed to amend these General Terms or any earlier attachment unless it specifically states its intent to do so and cites the section or sections amended.

13.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.11. Export. The parties acknowledge that certain software and technical data exchanged under the Agreement may be subject to import or export controls under the laws of the United States and other countries. Each party shall refrain from importing, exporting or re-exporting any such items, any direct product of such items, or any technical data, in violation of applicable import or export control laws. Client warrants and covenants to TriZetto that it is not and shall not become a person to whom TriZetto is prohibited from providing products and services under law.

13.12. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.