

Website Terms and Conditions

Introduction

You have reached a website ("**Site**"), provided by Contigo Health, LLC ("**we**", "**our**" or "**us**"). This agreement contains the terms and conditions of use upon which you ("**you**", "**your**" or "**the user**") may access and use the valuable information and services available through this Site, which is controlled, maintained, and operated by us (collectively, "**Terms**"). The Terms explain the relationship between us and the user when the user accesses and uses the Site, when the user is required to register and provide a password on the Site (when applicable), and when the user uses or downloads any online or mobile service or application (including related documentation, updates and upgrades) that may be offered through the Site from time to time. Before accessing and using the Site, please read these Terms carefully. By using this Site (and/or selecting "I Agree", if so available), you represent and agree that you are legally competent to do so and further agree to be contractually bound by these Terms ("**Acceptance**"). If you are using the Site on behalf of your employer, your Acceptance of these Terms is deemed a binding agreement between your employer and us and you represent and warrant that you have authority to bind your employer to these Terms. Therefore, if you do not agree to any of the Terms, as now existing or later modified, please immediately exit this Site and do not further access, view this Site, download Information (defined below) or use any features or Information. If you have already downloaded Information, software (if available through this Site) or features, please delete or destroy, as applicable, immediately.

THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US WITHOUT A JURY TRIAL, ON AN INDIVIDUAL BASIS, AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION.

Changes to the Terms; Additional Terms

We reserve the right to revise these Terms at any time and to condition your continued use of the Site and/or our services on your acceptance of the revised terms. You agree to review this Site and the Terms periodically to ensure that you are aware of any modifications. Your continued use of the Site (and/or selection of "I Agree," if so available) constitutes Acceptance of all amended Terms. The amended Terms supersede all previous versions of the Terms. For this reason, we encourage you to review these Terms each time you access or use the Site and to print out a copy of these Terms for your records.

Certain services offered by or through the Site, may be subject to additional terms and conditions presented in conjunction with them or otherwise on the Site. In certain cases, you must agree to the additional terms before using such services. These Terms and additional terms will apply equally. If any additional term is inconsistent with any provision in these Terms, the additional term will prevail.

Ownership; License Grant

The contents and information accessible on this Site, including, for example, its "look and feel" (e.g., text, graphics, images, logos, and button icons), editorial content, literary content, scientific content, notices,

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If you believe that any Site Information infringes your copyright in any work, please contact us at the email address shown in the "Contacting Us" section at the end of these Terms. Any such notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that has allegedly been infringed; (b) identification of the copyrighted work claimed to have been infringed, or if more than one copyrighted work is to be covered by the same notification, a representative list of such works; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material (please reference the URL); (d) your address, telephone number and email address; (e) a statement by you that that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information provided by you in the copyright notice is accurate, and that you are the copyright owner or authorized to act on behalf of the copyright owner. ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING CAN BE LIABLE FOR DAMAGES, COSTS AND ATTORNEYS' FEES UNDER SECTION 512(f) (LIMITATIONS OF LIABILITY RELATING TO MATERIAL ONLINE) OF THE COPYRIGHT ACT.

Use of the Site; Responsibilities

Use of the Site. The Information on this Site is provided to you solely for your internal business or permitted personal use. You may not access or use this Information for commercial, competitive, or any other purposes. You may not modify, republish, transmit or distribute any of the Information without the express written consent from us. Failure to adhere to these Terms could subject you to serious penalties under federal copyright law. In any event, you agree not to modify, amend, reduce the size of or in any way obliterate any warnings, liability limitations, disclosures or notices (including any copyright or trademark notice) associated with the Information.

In turn, you grant us and our affiliated companies, successors and assigns, an irrevocable, unrestricted, unconditional, worldwide, non-exclusive, royalty-free right and license (including the right to assign, transfer and sublicense) to use, store, copy, edit, modify, reproduce, distribute, broadcast, translate, made derivative works of, publicly perform, display and otherwise fully exploit in any way Your Content (as defined below) on the Site (if applicable) for any purpose, subject to the express terms of this Site. In the event that you post Your Content

(if such posting is available on this Site) to this Site, you understand that while such posted information may no longer be publicly viewable via this Site, it may remain stored on servers and other hardware for an indefinite period of time, including, without limitation, the devices of other Site users who have accessed or downloaded Your Content.

Your Representations and Responsibilities. You agree to comply with your responsibilities and obligations as stated in these Terms. You represent and warrant that you are at least of the age of majority (*i.e.*, the legal age is 18 years of age in most, but not all, states) in the state from which you are accessing this Site and that you possess the legal right and ability to enter into these Terms and to access and use the Site in the capacity indicated in your registration information (if applicable) in accordance with these Terms.

If you are asked or required to register and establish a user name and password for access to this Site, you are responsible for maintaining the confidentiality of such user name and password you use to access the Site. We may use your user name, password, and account for the purposes of maintaining, modifying, remediating, testing, enhancing, and improving this Site and Our Apps, including, without limitation, to provide technical support to you, troubleshoot issues on this Site, and improve the user experience (collectively, "**Permitted Purposes**"), and you hereby consent to our use of your user name, password, and account for the Permitted Purposes. Except for the activities that occur as a result of our use of your user name, password, and account for the Permitted Purposes, you are fully responsible for all activities that occur under your password or account. If you are asked to register, certain personal information may be requested from you when asked to create a password-protected account. You agree to (i) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. You agree to take reasonable measures to ensure that no unauthorized person or entity shall have access to the Site using your user name or password. In the event that you are required to register and create an account ("**Account**") on this Site, you agree that you will maintain your Account information to ensure it is always current, complete and accurate and that, if you provide untrue, incomplete, misleading or inaccurate information, we have the right to terminate your Account and use of the Site at any time without notice to you. You agree to allow us to take reasonable measures as necessary to verify the accuracy and completeness of the information you submit as part of any registration process related to the creation or use of your Account. You further agree that you will use your Account and the Site for your internal business or permitted personal purposes only. Except for the activities that occur as a result of our use of your Account for the Permitted Purposes, you are responsible for all activities that occur through your Account, whether or not authorized by you. Please do not permit anyone else to access your Account. We will not be liable for any loss or damage arising from your failure to comply with this provision.

You are responsible for complying with all laws, rules and regulations that apply to your use of the Site. In the event that you may have the opportunity to upload, transmit or post any content to or through the Site, (collectively, "**Your Content**"), you agree that you are solely responsible for the accuracy, quality and legality of information, data or materials and for ensuring that Your Content complies with these Terms. You hereby grant us a worldwide license to use, reproduce, transmit, display and adapt Your Content as it deems necessary or desired for us to operate the Site in accordance with these Terms. You understand that we may remove Your Content from the Site if we determine that it violates these Terms or for any other reason.

Except as specifically permitted in these Terms or expressly authorized in writing by us, you agree that you will not (directly or indirectly):

- distribute, sell, assign, encumber, transfer, rent, lease, sublicense, modify or time-share the Site;
- use the Site in any service bureau arrangement;
- post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.
- use the Site or an Interactive Area (defined below and if applicable on this Site) on the Site for any purpose in violation of local, state, federal, or other applicable law.
- interfere with other users' use of the Interactive Areas or of the Site generally, including, without limitation, disrupting the normal flow of dialogue in any Interactive Area (if available), deleting or revising any material posted by another person or entity (if applicable), or taking any action that imposes a disproportionate burden on the Site infrastructure or that negatively affects the availability of the Site to others.
- post or transmit any message which is libelous, defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
- copy or use personal identifying or business contact information about users of the Site without their permission.
- reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Site, in whole or part;
- incorporate any of our Information into any other work or use our Information in any public or commercial manner;
- circumvent (or attempt to circumvent) any functionality that controls access to or protects the Site, including Accounts;
- probe or test the vulnerability of the Site or transmit or otherwise make available any virus, worm, Trojan horse, or any other application or code designed to interrupt, contaminate, destroy or limit the functionality of any Site;
- modify or eliminate any notice about copyright, trademark or other intellectual property right that may be part of the Site;
- use any means to discover the source code of or trade secrets in any part of the Site;
- attempt to decipher, decompile, disassemble, or reverse-engineer any software making up a part of the Site.
- engage in any offensive or illegal conduct, including conduct that violates third-party privacy, intellectual property, confidential information or other rights;
- use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engines and search agents available from us on this Site and other than general publicly available third-party web browsers is prohibited.
- assist or knowingly permit any third party to engage in any of the acts proscribed above.

Our Responsibilities. We are responsible for providing the Site in accordance with these Terms and all applicable laws, rules and regulations. We are not responsible for providing any equipment and services that you may need to access and use the Site. The content provided on this Site is for informational purposes only.

We do not render medical, legal, tax or other professional advice. We do not guarantee that the Site is accessible on any particular equipment or device or with any particular software or service plan. We always reserve the right (but not the obligation) to improve, enhance or modify the Site. We will use commercially reasonable efforts to make the Site available to you 24 hours per day, seven (7) days per week, excluding scheduled maintenance time, unavailability caused by you or any software, hardware or service not provided by us, unscheduled downtime and/or any cause beyond our reasonable control (including without limitation nature disasters, wars, terrorist act, civil disturbances, acts of any government or agency thereof, strikes or other labor problems, Internet service or other third party service providers' failures or delays and systemic electrical, telecommunications or other utility outages or failures).

Interactive Areas* (only if applicable to this Site*)**

If available on this Site, we may, from time-to-time, provide areas on the Site to which you or others can post messages or transmit communications ("**Interactive Areas**"). As a condition of your use of such Interactive Areas, you warrant to us that you will not use the Interactive Areas for any purpose that is unlawful or prohibited by these Terms. You are responsible for material that you send to any Interactive Area. We reserve the right to deny you access to any part of this service at our sole discretion. We also reserve the right to record communications or materials posted in Interactive Areas as part of our monitoring activities. We reserve the right (but are not obligated) to monitor, block, edit or remove communications or materials that we determine, in our sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark, or other intellectual property right of another, or (d) offensive or otherwise unacceptable to us. We make no endorsement, representation or warranty with respect to statements made by you or any user in such Interactive Areas.

Mobile Services Terms* (only if applicable to this Site*)**

If available on this Site, we may offer mobile applications ("**Our Apps**") from time to time for download from a mobile application marketplace, webpages that are optimized for viewing on a mobile device and text message (SMS/MMS) alerts or other programs (collectively, the "**Mobile Services**"). If we do offer Our Apps through this Site and you do use any of the Mobile Services, the additional terms and conditions described in this section ("**Mobile Terms**") will also apply to you. Your use of any the Mobile Services confirms your agreement and Acceptance to these Mobile Terms, as well as the Terms of this Site. Your use of Our Apps may be subject to separate terms and conditions based on the operating system and type of mobile device on which you install them.

To use the Mobile Services, you must own (or have the right to use) a mobile device with wireless service and an Account. You are solely responsible for all message and data fees related to you use of your mobile device to access the Mobile Services. All such fees are billed by and payable to your mobile service provider or other third-party service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. We are not liable for any delay, interruption or other transmission error related to your mobile device or mobile service.

If you use any of Our Apps and/or Mobile Services and your mobile device is lost, stolen or exchanged for a

new device, you must immediately report it, and your name and user ID, to the **Premier Solutions Center at 877-777-1552** before terminating service with the carrier. You authorize us to disable your account on the lost, stolen or exchanged device.

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AHA Survey Data

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Multum consumer drug information

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RxNorm vocabularies

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Class Action Waiver

WE AND THE USER EACH AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH WE AND YOU AGREE OTHERWISE, YOU MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

Jury Trial Waiver

WE AND YOU EACH WAIVE ANY RIGHT TO A JURY TRIAL OVER ANY CLAIMS IN CONNECTION WITH THESE TERMS AND/OR YOUR USE OF THE SITE.

Notwithstanding the provisions of this section, should we, our officers, directors, employees, affiliates, or our licensors or agents be found liable for any damages with respect to any Claims (defined below in the "Indemnification" section) alleged or brought, you expressly and irrevocably acknowledge and agree that in no event shall any such award of damages exceed the sum of one hundred dollars (\$100.00) in United States currency. You acknowledge and agree that the above limitations of liability together with the other provisions in these Terms that limit liability are essential terms and that we would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.

Indemnification

You agree to indemnify and defend us and our directors, officers, employees, agents and affiliates from and against all losses, liabilities, actual or pending claims, actions, proceedings, suits, damages, expenses, costs of defense, including reasonable attorneys' fees, brought against us by any third party arising from or related to these Terms or your reliance on the Site, use of the Site or access to the Site (or use by any other person accessing the Site on your behalf or using your credentials) or any violation of these Terms, the rights of a third party or applicable law (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the Site using your user name and password (collectively, "**Claims**"). We reserve the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. In any event, no settlement that affects the rights or obligations of us may be made without our prior written approval.

Applicable State Laws

The foregoing sections are intended to be only as broad as is permitted under the laws of your applicable state based on your residency and place of access of the Site. If any portion of these sections is held to be invalid under such laws, the invalidity of such portion shall not affect the validity of the remaining portions of the applicable sections. In particular, no provision of these Terms shall be interpreted to violate any clearly established legal rights of New Jersey consumers.

Termination; Survival

These Terms automatically terminate when you fail to comply with any term or condition of them. When these Terms terminate, your right to use the Site automatically terminates and you must immediately destroy any copies you may have made of the Information accessed and/or obtained from the Site. We may modify or terminate your access to the Site at any time for any reason or no reason at all, with or without notice to you. Termination will not limit any of our other rights or remedies. The provisions of these Terms, which by their nature would continue beyond termination or expiration of these Terms, shall survive such termination or expiration.

Jurisdictional Issues; Taxes

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You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with your use of the Site by any taxing authority.

Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

The provider of this Site is:

Contigo Health, LLC
13034 Ballantyne Corporate Place
Charlotte, NC 28277

To file a complaint regarding the Site or to receive further information regarding use of the Site, please send a

letter to the above address or contact us via e-mail at solutioncenter@premierinc.com (with "California Resident Request" as the Subject Line). You may also contact the Division of Consumer Affairs, Consumer Information Division in writing at 1625 North Market Blvd., Suite N-112, Sacramento, California 95814, by telephone at 800.952.5210 / 916-445-1254 or via the Internet at www.dca.ca.gov.

Miscellaneous

- (a) These Terms inure to the benefit of and will be binding upon you and your successors and assigns, respectively.
- (b) These Terms may be assigned by us but you may not assign them without the prior express written consent of us.
- (c) If we fail or you fail to perform any obligation under these Terms and the other party does not enforce such obligation, the failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on any other occasion.
- (d) Nothing contained in these Terms will be deemed to constitute that we or you are the agent or representative of the other or as joint venturers or partners.
- (e) If either we or you are prevented from performing or are unable to perform any obligation under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such cause.
- (f) Any cause of action or claim you may have with respect to us must be commenced within one (1) year after the claim or cause of action arises.
- (g) Headings and captions are for convenience only.
- (h) These Terms and all related documentation will be drafted in English.

Governing Law and Forum

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its provisions relating to conflicts of law. You agree that any legal action or proceeding between us and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Mecklenburg County, North Carolina, United States of America. In light of the nature of these Terms, you understand and agree that money damages may be insufficient to rectify breach. Consequently, we will be entitled to seek preliminary and equitable relief upon a breach of these Terms by you.

Entire Agreement

Along with any other applicable agreement in effect which governs your use of this site, these Terms comprise the full and final understanding between you and us and merges and supersedes any and all other agreements,

understandings or representations, written or oral, with respect to the subject matter hereof. These Terms may not be modified except by a writing (in paper or electronic form) signed by you and by an authorized representative of us and referring specifically to these Terms. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms.

Severability

The provisions of these Terms are severable, and in the event any provision hereof is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

Notice to You

We may deliver notice to you under these Terms by means of electronic mail, a general notice on the Site, or by written communication delivered by first-class U.S. mail to your address on record with us as part of your registration information.

Contacting Us

To contact us with any questions or concerns in connection with these Terms, or to provide any notices under these Terms, please contact us at:

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