

EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM

SELLER: TRIOSE, Inc.
 CONTRACT NUMBER: PP-SV-355
 CONTRACT DATES: June 1, 2022 – May 31, 2025
 SERVICE CATEGORY: Third Party Freight Management

1. **Tier.** The undersigned Participating Member hereby designates the following desired tier under the above-referenced Premier Healthcare Alliance, L.P. Group Purchasing Agreement (the "Agreement"):

a. **Select one Tier by initialing below**

Member Initials	TIERS	TOTAL SERVICES PURCHASED (\$ PER CALENDAR YEAR)
	TIER 1	No Commitment Required; PMDF Required
	TIER 2	\$750,000 to < \$2,000,000
	TIER 3	\$2,000,000 to < \$4,000,000
	TIER 4	≥ \$4,000,000
	TIER 5	Local Tier

b. Seller shall not reduce a Participating Member's tier level without first (i) notifying the Participating Member and Premier in writing that the Participating Member's purchase volume is below the tier level selected by the Participating Member (the "Tier Reduction Notice") and (ii) providing the Participating Member thirty (30) calendar days from the date of notice to remedy the purchasing volume issues described in the Tier Reduction Notice. If the Participating Member does not remedy the issues described in the Tier Reduction Notice within thirty (30) days, Seller may move the Participating Member to the appropriate tier based on the Participating Member's Services purchased. Any tier adjustment pursuant to this paragraph that results in a less favorable tier for the Participating Member will apply for Services purchased after the effective date of the tier reduction.

2. **Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization ("GPO") hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member which operates multi-facility systems and has the ability to coordinate the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be entitled to aggregate the purchasing volume within their respective systems and networks in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of all such facilities. Seller shall be responsible for checking the Membership Roster for updates as specified in Section 3.0 of the Agreement. The undersigned Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option: **Participating Member's (or GPO's) Initials:** _____

3. **Payments.** Participating Member must pay for Services ordered within thirty (30) days after receipt of the invoice without deduction or offset. Seller may impose a late payment fee if payment is not received within the due date. The late payment fee will equal one and one-half percent (1.5%) of the total past due balance of the Participating Member's invoice. Failure to make payment when due may result in immediate suspension of Services and/or access to the discounted rates under the Agreement until payment is made.

4. **Term and Termination.** The term of this PMDF will be effective upon signature and will continue until terminated by either party upon at least 60 (sixty) days prior written notice to the other party. Either party may immediately terminate this PMDF, with cause, if the other party fails to perform its obligations hereunder and subsequently fails to remedy such failure within thirty (30) days after written notification of such failure. If Participating Member provides notice of its intent to terminate, Participating Member will not be entitled to the Services, and any shipments will be at the Carrier's list price and Participating Member will not be entitled to the discounts set forth in the Agreement after the effective date of termination.

5. **Covered Sites.** The list of the initial Covered Sites for the Services as of the effective date of the PMDF is set forth on Schedule 2, attached hereto. Locations may be added or removed as described in Exhibit A-4.

THE FOLLOWING SECTIONS 6 AND 7 ARE SELLER'S TERMS AND CONDITIONS WHICH ARE SUBJECT TO NEGOTIATION BY PARTICIPATING MEMBERS AND HAVE NOT BEEN NEGOTIATED BY PREMIER. A PARTICIPATING MEMBER IS NOT SUBJECT TO THE TERMS BELOW UNLESS THIS EXHIBIT A-2 HAS BEEN EXECUTED BY SUCH PARTICIPATING MEMBER'S AUTHORIZED REPRESENTATIVE.

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6. Loss or Damage of Goods.

- a. **Liability for Loss.** Any loss or damage to the Goods will be the sole responsibility of the applicable Carrier transporting the Goods to the extent it is shown that the loss or damage occurred while in a Carrier's exclusive care, custody, and control and resulted from the Carrier's negligent or intentional acts or omissions. Seller shall not be responsible, nor shall Seller indemnify Participating Member for any losses or damages to the Goods, unless caused by Seller's negligence or willful misconduct, and Seller's aggregate liability for all events occurring in relation to a particular shipment of Goods is limited to the amount payable by Participating Member for each shipment. In no event will a Carrier be liable for concealed damage or where the loss or damage is caused by an act of God, the public enemy, an act or omission of Participating Member (or its Covered Site(s), or its and their employees, agents, or consignees), a public authority, or the inherent vice or nature of the Goods. If a Carrier receives a sealed shipping container, Carrier will be liable to Participating Member for loss or damage to the Goods in that container only if the trailer is involved in a collision or upset or if the seal is not intact upon delivery.
- b. **Dollar Limits to Carrier Liability.** With respect to packages up to 150 pounds and qualify for parcel shipment (each, a "Package"), the liability to Participating Member of a parcel Carrier or a Carrier shipping such Package through its parcel network for any loss or damage to such Goods will not exceed \$100 per Package, unless Participating Member or a Covered Site has identified a declared value in writing on the Carrier's shipping manifest at the time the Package is tendered to the Carrier and elected additional coverage. With respect to the shipment of large cargo Goods and Goods that do not qualify as a Package, the liability to Participating Member of a non-parcel Carrier or a Carrier shipping such Goods through a non-parcel division for any loss or damage to such Goods will not exceed the lesser of (i) the direct cost to Participating Member of the Goods involved (including transportation to the point of loss or damage), less any salvage value, (ii) if the particular shipment is via less-than-truckload, the ICC-NMF 100 current edition released rates for the Goods, less any salvage value, and (iii) \$100,000 per occurrence.
- c. **Notice of Claim.** Participating Member must give Seller initial notice of any potential claim for loss or damage to any Goods within a commercially reasonable period upon becoming aware of any such loss or damage; provided, however, that all claims for recovery by Participating Member for loss or damage to Goods must be filed in writing with Seller within 45 days after the date the Goods were delivered or scheduled for delivery (in the case of lost Goods). E-mail confirmation from an authorized Participating Member representative will be deemed acceptable written notice. Each claim must contain information necessary to identify the Goods affected, the basis for liability, and the amount of the alleged loss or damage, as well as all appropriate supporting documentation. Seller will assist Participating Member in the filing and/or processing of claims with the Carrier(s) and manage the resolution of these claims with the Carrier(s); provided, however, that the claims will be adjudicated in accordance with applicable laws and regulations and the policies and procedures of the applicable Carrier, and, further, Seller shall not be responsible or liable for the outcome of any claim filed by Participating Member and/or the denial of recovery for loss or damage by a Carrier. Participating Member will cooperate with Seller, Carrier, and their respective insurers in their investigation of any claim or potential claim by Participating Member. Seller will, upon Participating Member's written request, assign its right against a Carrier for a particular claim to Participating Member. Any civil action brought by Participating Member for cargo loss or damage must be filed by Participating Member within the applicable statute of limitations.

7. Participating Member Indemnification; Limitation on Liability.

- a. Participating Member will defend, indemnify, and hold harmless Seller, its affiliates, the Carriers, and their respective officers, directors, employees, agents, and insurers, from and against all liability to third parties, including claims, liabilities, losses, damages, fines, penalties, payments, costs, expenses, and reasonable legal fees, including, without limitation, liabilities under any applicable laws or regulations, arising out of or resulting from (a) the negligence or willful misconduct of Participating Member, its employees or agents, (b) Participating Member's breach of its obligations, (c) the inherent vice or nature of the Goods, (d) contact with, exposure to, or release of any toxic or hazardous substance or waste, including, without limitation, fines or expenses relating to the removal or treatment of that toxic or hazardous substance or waste or any environmental remediation required by applicable laws, regulations, or directives of governmental authorities as a result of the release at any time of any toxic or hazardous substance or waste by anyone other than Seller or the applicable Carrier, (e) failure to comply with applicable laws or regulations, and/or (f) the operation of Participating Member's transportation and other operations prior to the commencement of Services.
- b. In no event will Seller or Participating Member be liable to the other for any special, incidental, or consequential damages in connection with or related to the Services.

