

Premier SmartPO Access Agreement with Sponsored Member

This Premier SmartPO Access Agreement (this "Access Agreement"), including the terms and conditions in Schedule 1, is entered into as of May 1, 2024 (the "Effective Date"), by and among Premier Supply Chain Improvement, Inc. ("Premier"), Alliant Purchasing (Alliant) and Cohesive Healthcare Management & Consulting, LLC ("Participating Member"). Premier, Alliant and Participating Member shall be referred to herein sometimes individually as "Party" and collectively as "Parties". This Access Agreement and the Solutions specified herein are being made available to Participating Member as part of its affiliation with Alliant inclusive of accessing group purchasing programs operated by Premier, and therefore Participating Member's continued affiliation with Alliant is a requirement for access and use of the Solutions. Premier may immediately terminate Participating Member's subscription to access and use the Solutions, upon written notice to Participating Member, if Participating Member ceases to be affiliated with Alliant.

Participating Member desires to subscribe to the Solutions and Premier desires to provide Participating Member with access to the Solutions pursuant to the terms of this Access Agreement.

I. SUMMARY OF THE SOLUTIONS

This Access Agreement contains the terms and conditions applicable to the Solution identified in the chart below, and each shall be considered a "Solution" as defined in the Agreement.

SOLUTION	SUBSCRIPTION TERMS
Premier SmartPO Lite	Schedule 1

- A. The SmartPO Standard solution is a cloud-based eProcurement software application that provides customers Formulary Management, Special Orders, Contract Support, Electronic Order Placement, Product Cross References, Vendor Catalog Punchouts, Order Rules and Approval, and Reporting and Analytics.
- B. The SmartPO Plus solution is a cloud-based eProcurement software application that provides customers with all SmartPO standard functionality plus Inventory Management, Patient Dispensing, Requestions and Transfers, Accounting System Integration, and Check Requests.
- C. Premier has entered into an agreement with MedProcure, LLC ("Third Party Partner") which permits Premier to resell subscriptions to the Solutions identified in this Solution Exhibit. The Solutions shall be provided by the Third-Party Partner. Participating Member acknowledges and agrees that with respect to the following provisions of Schedule 1, the rights granted by Participating Member to Premier, and the obligations of Member to Premier, shall also apply to the Third-Party Partner in the same manner as they apply to Premier: Section 4 in its entirety, Section 5 in its entirety, Section 6 in its entirety and Section 8 in its entirety.
- D. Product cross reference information that may be presented at times through the Solutions is derived from multiple third-party sources. It is presented as a reference to Participating Member in identifying products that may be substituted for one another. Participating Member has the ultimate responsibility in the selection of products and their appropriate use. Premier assumes no liability to Participating Member or any third party for claims arising out of Participating Member's product selection or reliance upon such cross-reference information.
- E. Interface Services (if applicable): If Participating Member subscribes to Premier SmartPO Plus, the Solution can be integrated with Participating Member's existing accounting system, subject to the accounting system being supported for integration by the Third-Party Partner. As part of the implementation process, the Third-Party Partner will connect the Solution to the accounting system identified below.

Accounting System Name/Location	Version
NA	NA

II. TERM

The applicable term for the Solutions shall commence as of the Start Date identified below and shall continue until the End Date, identified below (the "Initial Term"). After the End Date, Participating Member's subscription to the Solutions shall automatically renew for successive two-year terms (each a "Renewal Term") unless either Party delivers written notice of non-renewal to the other Party no fewer than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. Notwithstanding anything to the contrary contained herein, this Access Agreement shall terminate immediately: (i) upon expiration of the Term; or (ii) upon Participating Member ceasing to participate in the sponsored affiliate group purchasing organization program operated by Alliant (the "Sponsor's Program"); or (iii) as otherwise set forth herein.

SOLUTION	START DATE	END DATE	INITIAL TERM
Premier SmartPO Lite	05/01/2024	04/30/2027	36 Months

III. PARTICIPATING MEMBER OBLIGATIONS

- A. Participation by key decision makers in Quarterly Business Reviews with Alliant personnel.
- B. Participating Member must integrate critical suppliers into the Solution, including but not limited to: All Dietary, Medical/Surgical, Maintenance Repair and Operation, Office.

IV. STAND-ALONE FACILITIES

The Parties hereby desire to establish the legal relationship governing the operation of the twelve (12) entities listed in Schedule 2 attached hereto (each, a "Facility" and collectively, the "Facilities"), and to clarify that each Facility is a stand-alone entity and not bound by any other master agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Definitions:
 - a. "Facility" shall mean each of the twelve (12) entities listed in Schedule 2.
 - b. "Master Agreement" shall mean any agreement between the Parties hereto that may govern certain aspects of their relationship but shall not include this Access Agreement.
 - 2. Stand-Alone Nature of Facilities:
 - a. Each Facility shall be deemed a separate and stand-alone entity, independent of any other Facility or any Master Agreement between the Parties.
 - b. Any obligations, liabilities, or rights arising out of or related to a Facility shall be specific to that Facility and shall not extend to any other Facility or to any Master Agreement between the Parties.
 - c. The Parties acknowledge that no provisions of this Access Agreement or any Master Agreement shall be construed to create any obligations or liabilities among the Facilities or between the Facilities and any other entity or agreement.
 - 3. No Incorporation by Reference:
 - a. None of the terms or provisions of any Master Agreement between the Parties shall be incorporated by reference into this Access Agreement or have any effect on the rights, obligations, or liabilities of the Parties with respect to the Facilities.
 - b. This Access Agreement shall govern the relationship between the Parties solely with respect to the use of the Solution, and no other agreement shall modify or supplement the terms herein without the express written consent of the Parties.
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V. DATA MATTERS

Participating Member acknowledges and agrees that it is a member of the Sponsor's Program and that it hereby grants Alliant and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and non-sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Customer Data and Content (as defined herein attributable to Participating Member) on an identifiable basis for (i) its internal business purposes and (ii) to support Participating Member as a participant in the Sponsor's Program. Participating Member agrees that Premier may provide Alliant with such Customer Data and Content on a Participating Member-identifiable basis, including via login rights, dissemination of reports or other methods.

VI. AUTHORIZED USERS

Only Authorized Users are permitted to Access and use the Solution. The term "Authorized Users" means the employees of the Participating Member facilities as listed on Schedule 2.

VII. FEES

A. Solution Fees. The one-time implementation fee will be paid by Alliant for the duration of the agreement. The standard list price per shipto is \$125 per month but is being discounted to \$0 per month.

TABLE 1:

Solutions	Unit of Measurement	Class Of Trade	Qty	Terms (Months)	Monthly Subscripti on Fee	One Time Fees	Total
Premier SmartPO Standard	# of shiptos	ASC	13	36	\$0.0	NA	\$0.00
Premier Smart PO Implementation Fee - Standard	One time	ASC	1			\$13,000.00	\$13,000.00

Total Contract Value: \$13,000.00

B. Billing Information.

Billing Frequency:

- 1) Smart PO Standard Implementation Fees: On contract start date.
- 2) Smart PO Standard: Monthly starting 90 days after contract start date

Payment Terms: Net 30 days

Billing Contact Name:	Kristie Moss	PO Required:	
Billing Email Address:	kmoss@alliantpurchasing.com	PO Number:	
Billing Address:	2650 East Point Pkwy, Louisville, KY 40223	Travel Receipts Required:	

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, Participating Member, Alliant and Premier have each caused this Access Agreement to be executed by its duly authorized representatives.

Cohesive Healthcare Management & Consulting, LLC
2510 E Independence, Suite 100
Shawnee, OK 74804

Alliant Purchasing
Louisville, KY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Premier Supply Chain Improvement, Inc.
Charlotte, North Carolina

By: _____

Name: Stephen Bucken

Title: VP, Continuum of Care Channels

Date: _____

SCHEDULE 1

SUBSCRIPTION TERMS

1. Subscription to Solution(s).

(a) Solutions(s). Premier may, directly or through an Affiliate, from time to time, offer one or more Solution(s) and other products and/or services to Participating Member (collectively, the "**Solution(s)**"), as more particularly described in the Access Agreement. Participating Member's subscription to the Solution(s) shall be subject to (i) the Access Agreement, (ii) the Solution Exhibit(s), (iii) if required by HIPAA (as defined below), the business associate agreement entered into in connection with the Access Agreement (the "**Business Associate Agreement**"), and (iii) all other documents referenced in or attached to the Access Agreement or the Business Associate Agreement (collectively, the "**Transactional Agreements**"), all of which are incorporated herein by this reference. "**Affiliate**" means, with respect to any entity, any entity that, directly or indirectly through one or more entities, controls or is controlled by, or is under common control with, such entity; "controls," "control" and "controlled" mean the possession, direct or indirect, of the power to direct the management and policies of an entity, whether through the ownership of fifty percent (50%) or more of the voting interests of such entity or otherwise.

(b) User Documentation. To properly access, use or enjoy the benefits of certain Solution(s), Participating Member must comply with Premier's user, technical and data reporting documentation and requirements, as may be amended by Premier (collectively, the "**Documentation**"). The Documentation will be made available within the applicable Solution(s) and is incorporated herein by this reference.

(c) Third-Party Products. Certain Solution(s) may include third-party content, products, or services (the "**Third-Party Product(s)**"). To use the Third-Party Product(s) or the Solution(s) containing a Third-Party Product, Customer must (i) comply with the terms or agreement applicable to end users of the Third-Party Product(s) (the "**Third-Party Agreement**"), which is incorporated herein by this reference, and (ii) pay the additional fees for the Third-Party Products if Premier charges those fees (the "**Third-Party Product Fees**"). If Premier's right to use, distribute or license a Third-Party Product terminates, then Participating Member's right to use such Third-Party Product shall also terminate. If there is a conflict between the terms of the Transactional Agreements and a Third-Party Agreement, then the terms of the Third-Party Agreement shall govern with respect to the Third-Party Product.

(d) Updates and New Functionality. Premier may from time to time release updates or patches to the Solution(s) (collectively, "**Updates**"). Updates are available to Participating Member at no additional cost. In the event Premier releases a New Functionality (as defined below) to a Solution, Customer may have access to and use the New Functionality so long as Participating Member pays Premier the fees that Premier charges to other customers for the New Functionality. "New Functionality" means a new, upgraded or modified function, feature, module, or other component of a Solution that will be made generally available (rather than a customized change for a specific customer). For the sake of clarity, the use of a New Functionality by Participating Member is optional, and Participating Member's election to not subscribe to a New Functionality will not affect the original functionality of any applicable Solution.

2. Fees and Taxes.

(a) Fees. Participating Member shall pay Premier the fees for the Solution(s) subscribed by Participating Member as set forth in the access Agreement and all other amounts due under the Access Agreement. Participating Member will also reimburse Premier for its reasonable out-of-pocket travel and other business-related

expenses incurred by Premier in providing services to Participating Member under the Access Agreement. Premier will issue invoices for all fees and expenses payable by Participating Member under the Access Agreement, which shall be paid by Participating Member within thirty (30) days after its receipt of the invoice. If Participating Member fails to timely pay any invoice, then Premier may charge Participating Member, and Participating Member shall pay Premier, interest on the unpaid portion at the rate of 1.5% per month or the maximum legal rate, whichever is less.

(b) Taxes. If Participating Member relies on any exemption from the payment of taxes, Participating Member shall be solely responsible for establishing such tax exemption and furnish necessary supporting documentation upon execution of the Access Agreement, and/or as reasonably possible after exemptions become valid and enforceable. Participating Member shall be solely responsible for paying all taxes assessed or imposed by reason of the Access Agreement, other than taxes based on Premier's income.

3. Term and Termination.

(a) Term. Subject to earlier termination pursuant to Section 3(b), the Access Agreement shall commence as of the Effective Date and terminate on the expiration or termination of the last Solution.

(b) Termination.

(i) Either party (who is not the breaching party) may terminate the Access Agreement if the other party breaches the Access Agreement and fails to cure such breach within thirty (30) days of receiving notice of the breach.

(ii) Premier may terminate the Access Agreement with notice to Participating Member if Participating Member fails to timely pay the fees and expenses set forth in the Access Agreement, unless Participating Member cures such failure within three (3) days of receiving notice from Premier; provided that, if such failure recurs more than three (3) times in any twelve-month period, Premier may immediately terminate the Access Agreement with notice to Participating Member.

(iii) Either party (who is not the breaching party) may terminate the Access Agreement if the other party materially breaches the Access Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach.

(iv) The non-affected party may terminate the Access Agreement immediately with notice to the affected party upon any of the following occurrences (unless the non-affected party waives such termination): (A) a receiver or trustee is appointed for the affected party or all or substantially all of its assets; (B) the affected party makes an assignment for benefit of its creditors; (C) the affected party commences a voluntary proceeding in bankruptcy, insolvency, or other similar proceeding; (D) an involuntary proceeding in bankruptcy, insolvency, or other similar proceeding is commenced against the affected party, which proceeding is not discharged within sixty (60) days after the commencement; or (E) the affected party commences to liquidate or dissolve itself.

(v) If either party terminates the Business Associate Agreement in accordance with its terms, any Solution Exhibit pursuant to which Premier provides to Customer a corresponding Solution that requires the receipt, use or disclosure of Protected Health Information will terminate on the same day that the termination of the Business Associate Agreement is effective. In the event that the Business Associate Agreement is terminated in

accordance with its terms and the only Solutions subscribed by Customer would require the receipt, use or disclosure of Protected Health Information (and there are no other products or services provided or to be provided by Premier under this Agreement), this Agreement shall also terminate on the same day that the termination of the Business Associate Agreement is effective. Subject to Premier's rights under Section 4, each party's rights and obligations with respect to Protected Health Information, in the event of termination of the Business Associate Agreement or this Agreement, shall be governed by the terms of the Business Associate Agreement. "**Protected Health Information**" is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereto and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "**HIPAA**").

(c) Effect of Termination. Immediately upon termination of the Access Agreement, (i) Customer's access to and use of all Solutions shall terminate, (ii) Customer shall stop further use of all Solutions, and (iii) Premier may immediately stop performing all services under the Access Agreement. Termination of the Access Agreement shall be in addition to, and not in limitation of, any other rights or remedies to which either party is or may be entitled. Termination of the Access Agreement shall not relieve Customer of liability for payment of sums due or to become due to Premier under the Access Agreement.

(d) Survival. Sections 2 (with respect to any unpaid amounts), 4, 5, 6, 7, 8 and 10 shall survive the termination of the Access Agreement and remain enforceable in accordance with their terms.

4. Ownership and Licensed Rights.

(a) Ownership of Customer Data. As between the parties, Participating Member has been and shall continue to be the sole and exclusive owner of all proprietary Participating Member data as provided by or on behalf of Participating Member to Premier ("**Participating Member Data**").

(b) Ownership of Premier Property. As between the parties, Premier has been and shall continue to be the sole and exclusive owner of: (i) the Solutions; (ii) all source code, object code and protocols underlying any and all Solutions (collectively, the "**Code**"); (iii) except for Participating Member Data, all content and data that may be viewed, downloaded, printed, or copied from or by using the Solution(s) (collectively, the "**Content**"); (iv) all things developed by or on behalf of Premier for Participating Member pursuant to the Access Agreement (collectively, the "**Deliverables**"); (v) Confidential Information of Premier or any of its Affiliates; (vi) all things that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of Premier in connection with the Solution(s), the Code, the Content, any Deliverable or Participating Member Data, and (vii) all intellectual property rights and other proprietary rights in connection with any and all of the foregoing, including inventions, ideas, know-how, processes, methods, algorithms, machine learning, technology, works of authorship, designs, formulae, research, trade secrets, derivative works, improvements, patentable matters, patents, copyrights, copyrightable works, trademarks, service marks, and all rights and claims related to any and all of the foregoing, and all applications, registrations and other governmental issuances with respect to any and all of the foregoing (collectively, the "**Premier Property**").

(c) License to Customer. Premier grants to Participating Member a nonexclusive, nontransferable and nonsub licensable right and license to use the Content and Deliverables associated with Solution(s) subscribed by Participating Member, subject to the terms and conditions of the Access Agreement. The right and license granted to Participating Member pursuant to this Section

4(c) shall automatically terminate if the Access Agreement is terminated pursuant to Section 3(b).

(d) License to Premier. Participating Member grants to Premier and its Affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data for any purpose, including: (i) to provide the Solutions and other products and services provided, or that may in the future be provided, by Premier or any of its Affiliates; and (ii) to perform Premier's obligations or to exercise its rights under the Access Agreement. Premier's disclosure of Participating Member's name to third parties will be subject to Section 6 and 11(a). Participating Member represents and warrants that it has the right and all necessary consents to provide Participating Member Data and grant the licenses provided in this Section 4(d).

5. Certain Customer Responsibilities.

(a) Participating Member may use Solution(s) subscribed by Participating Member only during the term of the Access Agreement. Customer may create derivative works from the Content or Deliverable associated with such Solution(s) (the "**Derivative Works**"), provided that all Derivative Works shall be deemed Premier Property. All uses of such Solution(s), the Content and Deliverables associated with such Solutions, and Derivative Works by Participating Member shall be solely for Participating Member's internal business purposes and shall comply with the Access Agreement and applicable laws. In no event may Participating Member use any Solution, Content, Deliverables or Derivative Works for any illegal, improper or unauthorized purpose.

(b) Participating Member shall not provide access to, disclose, reproduce, distribute, display or otherwise use any Content, Deliverable or Derivative Works to or for the benefit of any third party, except as specifically permitted under the Access Agreement. Customer shall be responsible for any improper or unauthorized use or disclosure of any Content, Deliverable or Derivative Works by any such third party.

(c) Participating Member shall not, directly or indirectly, provide access to, disclose, reproduce, distribute, perform, display or otherwise use any Solution, Content, Deliverable or Derivative Works in connection with providing, directly or indirectly, any services to or for any third party, including providing any mapping services, providing any service as a service bureau, or providing any service as a charge master.

(d) Participating Member shall not alter Premier's copyright or other proprietary notices on or with respect to any Solution(s), Content or Deliverable.

(e) Participating Member shall not allow, directly or indirectly, any person to access or use any Solution(s) other than Authorized Users (as defined in the Access Agreement). Participating Member shall ensure that all Authorized Users comply with the terms of the Access Agreement. Participating Member shall be responsible for all uses, including unauthorized or improper use, of any Solution by any Authorized User.

(f) Participating Member shall not, directly or indirectly, disassemble, decompile, modify, reverse engineer, reproduce, or copy any Solution(s) or any part thereof, including any Code, or otherwise attempt to determine any Code. Participating Member shall not introduce, or permit the introduction of, any viruses, spyware, malware, adware, worms, or other rogue software or routines into any Solution(s) or any Code. Participating Member shall not, directly or indirectly, create any derivative works or improvements, or otherwise attempt to create or obtain any

intellectual property rights, with respect to any Solution(s) or any part thereof, including any Code.

(g) Premier will not be obligated to modify the Solution(s) or any part thereof to meet Participating Member's requirements or to create customized Content or Deliverables, unless specifically set forth in the Access Agreement. If Participating Member desires to have Premier modify the Solution(s) or create customized Content and Deliverables, the terms and conditions of such modifications and customizations must be set forth in a separate writing signed by Premier and Participating Member.

(h) With respect to any services that Premier provides Participating Member under and during the term of the Access Agreement, Participating Member agrees to provide Premier with such cooperation and assistance as is reasonably requested by Premier in order to allow Premier to properly and timely perform the services. Such cooperation and assistance includes providing complete and accurate information regarding Participating Member's business and requirements and, if Premier is working on-site, providing appropriate work space and access to adequate resources (e.g., telephone, Internet access, fax, copiers, computers, servers and other machinery and equipment).

(i) During the term of the Access Agreement, Participating Member shall use its best efforts to ensure that all Participating Member Data and other information submitted by or on behalf of Participating Member to Premier is accurate and complete.

6. Confidentiality Obligations.

(a) In connection with the performance of the Access Agreement, a party may have access to certain confidential information ("**Recipient**") of the other party or any of its Affiliates (the "**Confidential Information**") as provided by or on behalf of the other party ("**Discloser**"). Except as otherwise provided in the Access Agreement, during and after the term of the Access Agreement, Recipient shall hold Discloser's Confidential Information in confidence using the same degree of care that it uses to protect its own Confidential Information (but not less than a reasonable standard of care). Confidential Information includes: (i) the terms and pricing under the Access Agreement; (ii) any written information that is clearly identified or marked as confidential; (iii) Participating Member Data, with the exception of Customer Data that constitutes Protected Health Information, which shall be governed by Section 7(a) and the Business Associate Agreement, (iv) the Code, (v) the Content, Deliverables, Derivative Works and De-Identified Information to the extent applicable; and (vi) any information that Recipient should reasonably believe is confidential to Discloser. To the extent any Premier Property constitutes Confidential Information, it shall be deemed Confidential Information of Premier. To the extent any Participating Member Data constitutes Confidential Information, it shall be deemed Confidential Information of Participating Member.

(b) A party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of Recipient or any third party in violation of any obligation of confidentiality; (ii) as evidenced by documentation, was in Recipient's lawful possession prior to the disclosure and had not been obtained by Recipient either directly or indirectly from the disclosing party or any third party in violation of any obligation of confidentiality; (iii) as evidenced by documentation, is lawfully and properly disclosed to Recipient by a third-party without restriction on disclosure; (iv) as evidenced by documentation, is independently developed by Recipient without use of or access to any Confidential Information of Discloser. In the event Recipient is required to disclose any Confidential Information of Discloser pursuant to any governmental or judicial authority, process or order, Recipient shall provide prompt notice thereof to Discloser in order that Discloser may have an opportunity to

intercede in such required disclosure to contest such disclosure or seek a protective order.

(c) Notwithstanding the foregoing in this Section 6, Participating Member acknowledges and agrees that Premier shall have the right (and in certain cases, be required) to disclose the name(s) of Participating Member (and its Affiliates and participants) to third parties with respect to certain Solution(s), including (i) as set forth in the Access Agreement or as determined by Premier to be reasonably necessary to provide such Solution(s), (ii) to the extent permitted under Section 11(a), (iii) with Participating Member's prior written consent, not to be unreasonably withheld or delayed, and (iv) as required by applicable laws.

7. Compliance Matters.

(a) HIPAA. In connection with its engagement of Premier to provide the Solution(s), Customer may disclose, or cause to be disclosed, to Premier certain Customer Data that constitutes Protected Health Information. The parties agree that they will comply with all applicable provisions of HIPAA relating to the use and disclosure of Protected Health Information, as further set forth in the Business Associate Agreement. The parties further agree that they will cooperate in good faith to take any such future steps as are necessary to confirm or establish compliance, including the execution or modification of business associate agreements to comply with HIPAA. In the event of a conflict between this Agreement and the Business Associate Agreement relating to Protected Health Information, the terms of the Business Associate Agreement shall control.

(b) Regulatory Disclosures. Premier agrees to make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, the contracts, books, documents and records that are reasonably necessary to certify the nature and extent of the costs associated with the Access Agreement for a period of four years from the completion of all services provided under the Access Agreement.

8. Limited Warranty, Sole Remedy and Limitation on Liability.

(a) Limited Warranty. With respect to the Solution(s) subscribed by Participating Member, Premier warrants to Participating Member only that, during the term of the Access Agreement that the Solution(s) will conform in all material respects with the terms of the Access Agreement. This warranty shall automatically expire or terminate upon the expiration or termination of the Access Agreement, whichever first occurs. OTHER THAN THE WARRANTY MADE IN THIS SECTION 8(a), PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.

(b) Sole Remedy. In the event of Premier's breach of the warranty contained in Section 8(a) that is verified by Premier, Participating Member's sole and exclusive remedy shall be for Premier to correct the problem that caused the breach as promptly as reasonably possible or, at Premier's election, to refund to Participating Member the fees paid by Participating Member for the applicable Solution(s) for the period of time such breach materially impaired Customer's ability to use such Solution(s). However, Premier shall not be obligated to remedy any breach of warranty or make any refund if the breach resulted from or was otherwise caused, in whole or in part, by (i) Participating Member's failure to comply with the Access Agreement, (ii) Participating Member's acts

or omissions, (iii) Participating Member's modification of the Solution(s) or any part thereof, (iv) Participating Member's combination of the Solution(s) or any part thereof with any hardware or software of Participating Member or a third party, or (v) a cause beyond Premier's reasonable control, including computer viruses, hackers, failure of electric power, or Internet downtime.

(c) Limitation on Liability. IN NO EVENT SHALL PREMIER BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE TO CUSTOMER FOR ANY LOST, DELAYED OR DIMINISHED PROFITS, REVENUES OR OPPORTUNITIES, LOSS OR DAMAGE TO DATA, SOFTWARE OR EQUIPMENT, DOWNTIME, OR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THE ACCESS AGREEMENT OR ANY OTHER TRANSACTIONAL AGREEMENTS. ADDITIONALLY, PREMIER'S TOTAL LIABILITY TO PARTICIPATING MEMBER ARISING OUT OF OR RELATED TO ANY PARTICULAR SOLUTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL FEES PAID TO PREMIER FOR THE MOST RECENT ANNUAL PERIOD WITH RESPECT TO SUCH SOLUTION.

(d) Non-Premier Data. Certain Solution(s) may allow Participating Member to view data of other healthcare organizations, and certain Content and Deliverables may be based on, may be derived from or may otherwise contain data or information provided by Customer or third parties, including other healthcare organizations (collectively, "**Non-Premier Data**"). Participating Member agrees that (i) Premier is not the original source of Non-Premier Data, (ii) Premier has no control over the truth, accuracy or completeness of Non-Premier Data, (iii) Premier shall not be liable to Participating Member for any inaccuracies of any Non-Premier Data, and (iv) Participating Member is solely responsible for deciding how to use Non-Premier Data and for the consequences of such use. PREMIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO NON-PREMIER DATA, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY PARTICIPATING MEMBER.

9. Indemnification.

(a) Indemnification by Premier. If a third-party (who is not an Affiliate of Participating Member) claims that Participating Member's use of the Solution(s) infringes or misappropriates any registered United States trademark, patent or copyright or a trade secret held by such third party, Participating Member must promptly notify Premier in writing of such claim. If so notified, Premier will, at its reasonable cost, defend Participating Member against such claim if Participating Member reasonably cooperates, at Premier's expense, with Premier and allows Premier to control the defense and all related settlement, and then Premier will indemnify Participating Member from and against any damages finally awarded for such infringement. If an injunction is sought or obtained against Participating Member's use of the Solution(s) as a result of such third-party infringement claim, Premier shall, at its sole option and expense, (i) procure for Participating Member the right to continue using the infringing portion of the Solution(s), (ii) replace or modify the infringing portion of the Solution(s) with equivalent functionality so that it does not infringe, or (iii) terminate the Access Agreement and the corresponding Solution(s) giving rise to such third-party infringement claim, in which case Premier will provide Participating Member a pro rata refund of pre-paid fees for the then-current term based on the time period during which Participating Member will be prohibited from using the Solution(s) as a result of

such third-party infringement claim. However, Premier shall have no liability for any third-party claim of infringement if the claim resulted from or is otherwise caused by, in whole or in part, (A) Participating Member's failure to comply with any term or condition under the Access Agreement, (B) Participating Member's acts or omissions, (C) Participating Member's modification of the Solution(s) or any part thereof, or (D) Participating Member's combination of the Solution(s) or any part thereof with any hardware or software of Customer or a third party. This Section 9 constitutes the entire liability of Premier, and Participating Member's sole and exclusive remedy with respect to, any third-party claims of infringement.

(b) Indemnification by Customer. If a third-party (who is not an Affiliate of Premier) claims that any Participating Member Data provided to Premier infringes or misappropriates any registered United States trademark, patent or copyright or a trade secret held by such third party, Premier must promptly notify Participating Member in writing of such claim. If so notified, Customer will, at its reasonable cost, defend Premier against such claim if Premier reasonably cooperates with Participating Member, at Participating Member's expense, and allows Participating Member to control the defense and all related settlement, and then Participating Member will indemnify Premier from and against any damages finally awarded for such claims. In the event of any such claim, Premier shall have the right to terminate the Access Agreement or part thereof giving rise to such claim or to terminate the Access Agreement; without liability to Participating Member.

10. Miscellaneous.

(a) Publicity.

(i) Subject to Participating Member approval, which shall not be unreasonably withheld, Premier may issue a press release after execution of the Access Agreement announcing that Participating Member has subscribed to the corresponding Solution(s). Premier may also issue a press release regarding Participating Member's experience deploying each Solution after execution of the Access Agreement.

(ii) Premier may A) with Customer's prior written consent, use Customer's name as a Premier customer on the Premier website, in Premier corporate presentations and collateral, in Premier corporate advertising, and during discussions with press and analysts, and B) use Customer's name in verbal communications with Premier prospects.

(vi) Neither Participating Member nor any affiliate thereof shall make, or cause to be made, any publicity, news release or other such general public announcement or make any other disclosure to any third party in respect of the Access Agreement or related to the transactions contemplated hereby, without the prior written consent (which may be electronic mail) of Premier. Notwithstanding the foregoing provision, Participating Member and its affiliates shall not be prohibited from making any disclosure or release that is required by law, court order, or applicable regulation, or is considered necessary by legal counsel to fulfill an obligation under securities laws or the rules of a national stock exchange; provided, however, any such required disclosure shall be narrowly tailored to meet the applicable disclosure or release requirements. Prior to the release of any proposed communication or disclosure, whether voluntary or required, Participating Member shall provide Premier a reasonable opportunity (not less than two business days) to review such communication or disclosure and Customer agrees to accept comments reasonably made by Premier with respect to such permitted communication or disclosure.

(b) Assignment. Except in the case of a merger, consolidation or sale of substantially all the assets or capital stock of a party, neither Participating Member nor Premier shall assign (or sublicense), whether voluntarily or by operation of law, any of its

rights or delegate any of its obligations under the Access Agreement to any person or entity without the prior written consent of the other party. Subject to the limitations on assignment set forth above, the Access Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted assigns and permitted successors in interest.

(c) Subcontractors. Premier may use third-party subcontractors in connection with the provision of any services provided to Customer under the Access Agreement, provided that Premier remains liable for all acts or omissions of its subcontractors and agents.

(d) Capacity. All signatories to the Access Agreement warrant and represent that they have capacity and authority to execute the Access Agreement, and to bind their respective principals in the capacities set forth below.

(e) Severability. If any provision contained in the Access Agreement is held to be unenforceable by an arbitrator or by a court of law or equity, the Access Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not in any way affect the enforceability of any other provision of the Access Agreement.

(f) Force Majeure. Any delays in or failure of performance of either party shall not constitute a default under the Access Agreement, or give rise to any claim for damages to the extent such delays or failure of performance are caused by circumstances beyond the reasonable control of such party, including acts of God, fire, flood, explosion, war, terrorism, healthcare crisis, strikes or work stoppages, inability to obtain equipment or transportation, breakage or failure of equipment, or loss of any necessary utility. The time for performance so delayed will be deemed extended for the period of such delay. This Section 10(f) shall not excuse Participating Member from making any payments required under the Access Agreement.

(g) Waiver. The failure to enforce or the waiver by either party of one default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach.

(h) Remedies. Subject to the limitations set forth in Section 8, each party acknowledges that a violation of Sections 3(c), 5, 6, 7 and 10(a) of the Access Agreement may cause substantial and irreparable injury to the other party for which the other party's remedies at law may not be adequate. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief with respect to any breach, or threatened breach, of said Sections of the Access Agreement, and that such right shall be in addition to, and not in limitation of, any other rights or remedies to which the non-breaching party may be entitled at law or in equity.

(i) Notices. All notices, payments, consents, waivers and other communications required or permitted by the Access Agreement shall be in writing and shall be deemed given to a party when: (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by fax with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or fax numbers and marked to the attention of the person (by name or title) designated below (or to such other address, fax number or person as a party may designate by notice to the other party):

To Premier: Premier Supply Chain Improvement, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Fax: 704-816-5652
Attn: Legal Dept.

To Customer: As specified in the Access Agreement

(j) Entire Agreement. The Access Agreement and the other Transactional Agreements constitute the entire and integrated agreement between Premier and Participating Member with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded. No modification to the Access Agreement or any other Transactional Agreement shall be binding on either party unless it is in writing and signed by both Premier and Participating Member, and which writing specifically references the Access Agreement and the other Transactional Agreements, as applicable.

(k) Conflicts. In the event of a conflict between the terms of the Business Associate Agreement and the terms of the Access Agreement concerning Protected Health Information, the Business Associate Agreement shall control.

(l) Governing Law. The Access Agreement shall be governed by and construed in accordance with the domestic laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

(m) Relationship of the Parties. Each party shall operate as, and have the status of, an independent contractor with respect to the other party. Nothing contained in the Access Agreement shall be construed as authorizing either party to act as an agent for the other party.

(n) Construction. The parties have participated jointly in the negotiation and drafting of the Access Agreement. In the event an ambiguity or question of intent or interpretation arises, the Access Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of the Access Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" shall mean "including without limitation" or "including but not limited to." Unless the context otherwise requires, (i) words using singular or plural number also include the plural or singular number, respectively; (ii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to the Access Agreement in its entirety; and (iii) the masculine gender shall include the feminine and neuter. The section headings are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Access Agreement. Use of the word "Agreement" in this Section 10 and Section 5 means to include the other Transactional Agreements, as applicable.

(o) Further Assurances. Each party shall execute such documents and other instruments and take such further actions as may reasonably be requested by the other party to carry out the provisions of the Access Agreement.

(p) Signature. The Access Agreement may be executed by a party's signature transmitted by facsimile or electronic portable document format (.pdf), and copies of the Access Agreement so executed and delivered shall have the same force and effect as originals.

Counterparts. The Access Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

SCHEDULE 2

AUTHORIZED USERS LIST

Premier EIN	Name 1	Address 1	City	State/Province	Postal Code
603254	Carnegie Tri-County Municipal Hospital	102 N Broadway	Carnegie	OK	73015
AV3215	Cohesive Healthcare Roland	311 E Ray Fine Blvd Ste 1	Roland	OK	74954-5367
AV3216	Cohesive Healthcare Carnegie	26 W Main St	Carnegie	OK	73015
AV3214	Cohesive Healthcare Shawnee	2510 E Independence St	Shawnee	OK	74804-1839
AV3213	First Med Urgent Care	11521 S Western Ave	Oklahoma City	OK	73170-5882
660871	First Med Urgent Care	7807 S Walker Ave	Oklahoma City	OK	73139-9470
660891	First Med Urgent Care	4510 NW 39th St	Oklahoma City	OK	73122-2503
834641	Mangum Regional Medical Center	1 Wickersham St	Mangum	OK	73554-9117
809788	Pawhuska Hospital Inc	1101 E 15th St	Pawhuska	OK	74056-1920
846597	Prague Regional Memorial Hospital	1322 Klabzuba Ave	Prague	OK	74864-4900
AV3212	First Med Primary Care dba Bryant Street Family Medicine	11310 N Eastern Ave	Oklahoma City	OK	73131
782939	Cohesive Family Medicine	2508 N Harrison St	Shawnee	OK	74804-3131
791722	Seiling Regional Medical Center	809 NE US-60	Seiling	OK	73663