

Statement of Work

Milliman ACO Insight/DataMart Services

This Statement of Work (“SOW”) is entered, into as of August 18, 2017 (the “Effective Date”), by and between Milliman, Inc., located at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101, with offices located at One Pennsylvania Plaza 38th Floor, New York, NY, 10119 and at 111 Monument Circle, Suite 601, Indianapolis, IN 46204 (collectively “Milliman”), and Premier Healthcare Solutions, Inc., located at 13034 Ballantyne Corporate Place, Charlotte, NC 28277 (“Premier”). This SOW is subject to the terms and conditions of the Consulting Service Agreement dated March 24, 2015 (as amended, the “Agreement”). In the event of any conflict between the terms and conditions in this SOW and those in the Agreement, this SOW shall control.

WHEREAS, Milliman has developed software applications and analytical tools, as more fully described on Schedule A, for healthcare organizations (the “**Milliman Products**”);

WHEREAS, Milliman provides certain services which include the extraction, normalizing and delivery of data sets as described in Schedule D (the “**Milliman Services**”);

WHEREAS, Premier provides software applications and services designed to assist its healthcare customers to improve operational efficiency and deliver more value (the “**Premier Solution(s)**”);

WHEREAS, Premier desires to market and distribute the Milliman Products to its customers and to host and incorporate the Milliman Products and Deliverables into Premier Solutions;

WHEREAS, Premier desires for Milliman to perform the Milliman Services for Premier and the Premier Customers;

WHEREAS, Milliman agrees to provide the Milliman Services for Premier Customers; and

WHEREAS, Milliman agrees to grant Premier the right and license to resell subscriptions to the Milliman Products to Premier Customers and to incorporate the Deliverables into Premier Solutions.

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

- 1. Definitions.** Unless otherwise defined in this SOW, capitalized terms shall have the meaning as set forth in the Agreement.

“**Agreement**” shall have the meaning as set forth in the Preamble of this SOW.

“**Customer Contracts**” shall have the meaning as set forth in Section 1.5 of the Agreement.

“**Deliverables**” as defined in Schedule D.

“**Documentation**” means the most recent end-user documentation and training materials related to the Milliman Products made available by Milliman.

“**Effective Date**” shall have the meaning as set forth in the Preamble.

“**Fees**” shall have the meaning as set forth in Section 8.1 below.

“ID Codes” shall have the meaning as set forth in Section 2.5.2 below.

“Integrated Documentation” means the documentation for the Integrated Solution that Premier may create by modifying, incorporating and integrating the Documentation with Premier’s documentation for the Premier Solution. The creation of an Integrated Solution, and therefore, Integrated Documentation, will require the execution of additional contract documents between Milliman and Premier.

“Integrated Solution” means a product or service that may Premier create by embedding the Milliman Products with or into the Premier Solution(s) and that extends the features or functionality of the Premier Solution(s). The creation of an Integrated Solution will require the execution of additional contract documents between Milliman and Premier. For avoidance of doubt, an Integrated Solution does not include Premier’s incorporation, integration or embedding of Deliverables into Premier Solutions.

“Intellectual Property” means the intangible and tangible legal rights or interests evidenced by or embodied in (i) any idea, design, concept, technique, formula, software, invention, discovery or improvement, whether or not patentable, but including patents, patent applications, trade secrets and know-how, (ii) any work of authorship, whether or not copyrightable, but including copyrights and any similar intangible rights recognized by law, (iii) any trademark, service mark or trade name, (iv) any trade secret, (v) all rights, claims and goodwill related to any and all of the foregoing, (vi) all derivative works and improvements related to any and all of the foregoing, (vii) all applications, registrations and other governmental approvals with respect to any and all of the foregoing, and (viii) any other similar rights, in each case on a worldwide basis.

“Initial Term” shall have the meaning as set forth in Section 8.1 below.

“New Milliman Application” shall have the meaning as set forth in Section 4.5 below.

“Milliman Intellectual Property” shall have the meaning as set forth in Section 7.1 below.

“Milliman Marks” means all trademarks, trade names, service marks, logos, and brands owned by or used by Milliman that relate to the Milliman Products.

“Milliman Products” means and refers to the definition in the Recitals of this SOW and includes Third Party Materials that are incorporated into the Milliman Products.

“Milliman Services” shall have the meaning as set forth in the Recitals of this SOW and as the term “Services” is defined in the Agreement.

“Order Form” shall have the meaning as set forth in Section 5 below.

“Output” shall mean and refer to all data and information aggregated or generated within the Milliman Products such as dashboards, reports, summaries, including Third Party Materials that are made available to Premier Customers through the Milliman Products. Output does not include Deliverables.

“Output Derivative Works” shall have the meaning as set forth in the Section 2.4 below.

“Party” or **“Parties”** shall have the meaning set forth in the Preamble of this Agreement.

“Premier Components” means and refers to any code, programming, methodology, technology, processes or services developed by Premier for use with the Milliman Products to enhance, facilitate, or enable

use, distribution, and sale of such Milliman Products. The parties acknowledge and agree that the term Premier Components shall not include the Milliman Products.

“Premier Customer(s)” means (i) each entity that subscribes to the Milliman Products and/or Milliman Services through Premier and has executed a Customer Contract and (ii) “Customer” as defined in the Agreement.

“Premier Data” for purposes of this SOW, Premier Data shall mean the raw data, including any De-Identified Data (as defined in Section 1.3.4 of the Agreement) provided or disclosed to Milliman in connection with this SOW by or on behalf of Premier or any Premier Customer.

“Premier Initiated Update” shall have the meaning set forth in Section 4.3 below.

“Premier Intellectual Property” shall have the meaning set forth in Section 7.2 below.

“Premier Marks” means all trademarks, trade names, service marks, logos and brands owned, licensed, or otherwise used by Premier.

“Premier Solution(s)” means any software product that Premier owns or has the right to sublicense, now or anytime in the future, that may or may not include the incorporation of any or all of the Deliverables. A Premier Solution does not include an Integrated Solution.

“Remaining Customers” shall have the meaning as set forth in Section 7.3 below.

“Renewal Term” shall have the meaning as set forth in Section 8.1 below.

“Term” shall have the meaning as set forth in Section 8.1 below.

“Third Party Materials” means, other than the Premier Solutions and Premier Components, all materials and information in any form or medium, including any open source programs or other software, documents, data, content, specifications, products, equipment or components of or relating to the Milliman Products, that are not proprietary to Milliman.

“Update” means any patches, updates, upgrades, revisions, releases, enhancements, improvements and other modifications to the Milliman Products, including without limitation maintenance releases, which Milliman makes generally available to its customers without an additional or increased license fee.

2. License.

2.1. Use License of Milliman Products. Milliman hereby grants to Premier, for the Term, a non-exclusive, non-transferable (except as otherwise set forth in this Agreement), royalty-free license to:

- 2.1.1. internally use the Milliman Products to the extent necessary for Premier to fulfill its obligations hereunder;
- 2.1.2. use, interface, or embed the Milliman Products with the Premier Solutions, as necessary to provide Premier Customers with a single-sign on with Premier Solutions to the Milliman Products;
- 2.1.3. demonstrate the Milliman Products to current and potential Premier Customers;
- 2.1.4. provide Premier Customers with training, installation, maintenance and support services

for the Milliman Products; and

- 2.1.5. host, cache, transmit, store, copy, distribute, perform, and display Milliman Products on Premier servers.

- 2.2. **Reseller License to Premier for the Milliman Products.** Milliman hereby grants to Premier a non-exclusive, non-transferable (except as otherwise set forth in the Agreement), license to:

- 2.2.1 market, and promote the Milliman Products to Premier Customers and prospective customers;

- 2.2.2. directly license the Milliman Products to Premier Customers and grant Premier Customers the right to access and use the Milliman Products and to display, download and use the Output; and

- 2.2.3 distribute and provide access to the Documentation to Premier Customers.

- 2.3 **Premier Data.** This Section 2.3 shall replace Section 1.3 of the Agreement, 1.3.1.

- 2.3.1 Subject to the terms and conditions of the Agreement, during the Term of this SOW, Milliman may use and disclose Premier Data and Deliverables that do not constitute Protected Health Information (“PHI”) as that term is defined in HIPAA as necessary solely for Milliman to perform its obligations under this SOW. For the avoidance of doubt, the terms of the previous sentence shall not apply to any PHI received from, or created or received on behalf of, Premier or a Premier Customer. To the extent any Premier Data is aggregated with or contains PHI, the use and disclosure of that information shall be subject to Section 2.3.2.

- 2.3.2. In accordance with all applicable laws and regulations, Milliman shall only, access, use and disclose PHI received from, or created or received on behalf of, Premier or a Premier Customer to perform Milliman’s obligations under this Agreement and as permitted by the Downstream Business Associate Subcontractor Agreement (the “Downstream BAA”) entered into between the Parties and in accordance with any applicable data use requirements and obligations that may be required for Milliman to comply with to access and use such data.

- 2.3.3 As between the Parties, Premier has been and shall continue to be the sole owner of all Premier Data that Milliman receives from Premier or behalf of any Premier Customers. For the avoidance of doubt, references to Premier’s “ownership” of Premier Customer PHI does not mean, and should not be construed as meaning, that Premier conveyed any direct, indirect, financial or in-kind remuneration to Premier Customers in exchange for such Premier Customer PHI, but that Premier has obtained the right to access, use and disclose such data in accordance with Customer Contracts and its Business Associate Agreements with Premier Customers. Upon Premier’s request, Milliman shall provide to Premier, in a format determined by Premier any and all Premier Data in the Milliman Products and the Milliman Services.

- 2.4 **Output.** Milliman represents that at all times during the Term, except as may be specifically prohibited in a Customer Contract, Milliman shall provide access via a secure log in to Premier to any Output from the Milliman Products with respect to all Premier Customers. The Output shall be provided to Premier when such Output is provided to the Premier Customer in accordance with Schedule A. Milliman hereby grants to Premier a perpetual, irrevocable, worldwide, royalty-free, right, and non-exclusive, sublicensable right and license to disclose, publish, reproduce, aggregate, modify, enhance, augment the Output (i) for Premier to perform its obligations to Premier Customers and Premier’s exercise of its rights under this SOW and the Agreement; and (ii) fulfill

any obligations for Premier Customers pursuant to Customer Contracts. Furthermore, Milliman grants Premier the right to create, make and prepare derivative works with the Output (the “Output Derivative Works”) and, except to the extent that such Output Derivative Works contains Milliman Intellectual Property, the Output Derivative Works shall be considered Premier Intellectual Property. With respect to the Output Derivative Works, Milliman agrees to and does hereby grant to Premier a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free license, to use, disclose and sublicense the Milliman Intellectual Property that maybe contained in the Output Derivative Works and with the right to transfer the license and rights in connection with a merger, consolidation, change of control, or sale of substantially all the assets or capital stock of a party.

2.5 **Restrictions.** Except for the Intellectual Property rights in the Deliverables and the Milliman Services that will be provided in connection with the Milliman Products or on a standalone basis, the license grant in this Section 2 sets forth the entirety of Premier’s rights in connection with Milliman Products and all associated Intellectual Property Rights. Notwithstanding the foregoing restriction, the Parties agree to engage in negotiations and good faith discussions regarding the creation of an Integrated Solution and license rights necessary for Premier to host the Milliman Products on Premier’s servers.

2.5.1 Prior to entering into a Customer Contract with a prospective customer or current Premier Customer, Premier shall provide Milliman with prior written notice of the identity of such prospective customer or current Premier Customer. Such notice shall contain the full legal name of the prospective customer or Premier Customer and the Milliman Product(s) which the prospective customer or Premier Customer may license. Milliman shall promptly complete an internal conflict check for such prospective customer or Premier Customer to determine if the prospective customer or Premier Customer is a current Milliman client and subscribes to a Milliman population health product that is substantially similar and provides the same functionality to the Milliman Products . In the event that the conflict check indicates that a conflict would occur should Premier enter in a Customer Contract with such prospective customer or that a conflict would occur should Premier expand its existing customer relationship with a Premier Customer, then Milliman and Premier will enter into a good faith discussion to resolve the conflict.

2.5.2 **Customer Contracts.** This subsection 2.5.2(a) – (c) shall replace Section 1.5 of the Agreement.

(a) Premier shall enter into Customer Contracts with each Premier Customer which shall contain provisions substantially similar to those terms identified in Schedule F; notwithstanding the foregoing, Premier shall be permitted to negotiate all terms in the Customer Contracts without any obligation or liability to consult with Milliman on such modifications to the Customer Contract. Premier shall not provide access to any portion of the Milliman Products to any person or entity other than its employees, or agents; unless, Milliman has provided prior written consent and such third parties have entered into an agreement with Premier that contains confidentiality and other contractual obligations that are at least as restrictive as the confidentiality obligation in this Agreement. Milliman may reasonably modify such required terms and the forms of agreement set forth in the attached Schedule F from time to time by providing Premier with written notice of such modification, in which case Premier shall promptly use such modified terms in all future Customer Contracts.

(b) Notwithstanding anything to the contrary, Premier will not do any of the following with respect to the Milliman Products (a) make any representation, warranty, covenant, or

commitment on behalf of Milliman or any of its suppliers; (b) grant to any Premier Customer any rights beyond the scope contemplated by this Section 2.5; or (c) except as agreed to by the Parties, enter into Customer Contract relating to any Milliman Products which contains any terms which conflict with or are less favorable to Milliman's or the licensor's rights and interests than the terms required for Customer Contracts under this Section 2.5. Premier will, at its own expense: (i) subject to confidentiality obligations, promptly notify Milliman if it becomes aware of any Customer in violation of a Customer Contract that may directly impact Milliman; (ii) cooperate with Milliman in enforcing Milliman's and Premier's rights with respect to the applicable Customer Contract; and (iii) except to the extent that Milliman acts and omissions may have directly or indirectly caused or could be attributable to such non-compliance, take all reasonable steps to monitor and enforce compliance with the terms of each Customer Contract that impact Milliman.

(c) Premier shall, and shall include in the Customer Contract provisions that require that each Premier Customer, keep the corporate identification codes, user identification codes, and user passwords used in connection with the Milliman Products ("ID Codes") confidential. Premier, and the Premier Customers, shall be responsible for all transactions entered through and under any ID Codes, and any such transactions will be deemed to be made by Premier or the Premier Customer; except to the extent that such liability was caused directly or indirectly by Milliman's negligent acts or omission.

- 2.5.5 Except as otherwise expressly set forth in this Agreement, Premier shall not: (a) use the Milliman Products or Documentation for any purpose without the express prior written approval of Milliman; or (b) permit use of or access to any of the Milliman Products or Documentation by any person or entity for any purpose (whether by reselling, distributing, copying, or marketing Milliman Products or Documentation; by using Milliman Products or Documentation for third-party training, support, maintenance, or service bureau use; or by any other means) without the express prior written approval of Milliman.

3. Marketing.

- 3.1 Milliman grants Premier a license to use the Milliman Marks in conjunction with marketing and selling the Milliman Products and/or with Premier's own names and trademarks. Whenever Premier uses any Milliman Mark in any publication, it shall indicate that such trademark is owned by Milliman. The Milliman Marks are and shall remain the exclusive property of Milliman, and all use of the Milliman Marks shall inure to the benefit of Milliman. Premier shall not use the Milliman Marks for any purpose other than to promote and identify the Milliman Products. Milliman reserves all rights to the Milliman Marks not expressly granted to Premier herein.
- 3.2 In the event that Premier displays a user interface or dashboard developed by or with Milliman, Premier may, at its option, either (a) display a Milliman Mark in connection with such interface or dashboard as "Powered by Milliman", or (b) private label the Milliman Products with Premier's trademarks and names without inclusion of a Milliman Mark.
- 3.3 Premier will: (a) make clear, in all dealings with third parties, that it is acting as an independent contractor, and not as Milliman's agent; (b) ensure that its marketing, public relations, and advertising efforts (the "Marketing Materials") will be professional and of high quality (c) comply with all applicable legal requirements relating to the Marketing Materials of the Milliman Products and Milliman Services; (d) not make any representations, warranties, guarantees, or commitments to Customers or prospective Customers with respect to the specifications, features, or capabilities of the Milliman Products and Milliman Services that are inconsistent with this SOW; (e) not

knowingly make any false or misleading representations with respect to Milliman, the Milliman Products or Milliman Services; and (g) pay all costs and expenses incurred in the performance of its obligations under this Section 3, except as expressly provided herein or agreed to in writing by Milliman. Notwithstanding the foregoing, Premier shall provide Milliman with a template of all Marketing Materials for review and approval. Premier shall not distribute the Marketing Materials until Milliman has approved such template. Milliman shall make all required reasonable changes so that such Marketing Materials are consistent with Milliman's then-current marketing practices. Upon Milliman's approval of Premier's Marketing Materials template, Premier shall have no liability for failing to comply with this Section 3 so long the Marketing Materials are consistent with the template approved by Milliman.

4. Obligations of the Parties. In addition to the obligations contained in Section 3 of the Agreement, the parties agree:

- 4.1 **Milliman Products.** Schedule A describes the Milliman Products and training that Milliman shall provide to Premier Customers for such Milliman Products. Milliman agrees to maintain the resources, including the equipment and personnel, necessary to provide the Milliman Products to Premier during the Term.
- 4.2 **Implementation Services.** For each Premier Customer that has purchased a subscription to the Milliman Products, Milliman shall provide the Implementation Services as identified in Schedule C for no additional fees.
- 4.3 **Milliman Services.** For each Premier Customer that has purchased a subscription to the Milliman Products, Premier must also purchase the relevant Milliman Services from Milliman. Notwithstanding the preceding requirement and as shall be identified in an Order Form, Milliman shall also provide the Milliman Services on a standalone basis (i.e. not in connection with a Milliman Product(s)). Pursuant to each Order Form, Milliman shall provide the Milliman Services for the Fees identified in Schedule E.
- 4.4 **Technical Support.** Premier shall provide to Premier Customers first level technical support for the Milliman Product. Premier shall direct Premier Customers to contact only Premier for first level technical support for the Milliman Products. If Premier cannot resolve a Premier Customer support issue, Milliman shall provide support in accordance with Schedule B.
- 4.4 **Updates.** Milliman shall provide Premier and Premier Customers, at no additional charge or fee, with all Updates to the Milliman Products that are made generally available to its licensees for no additional charge or fee. If Premier has an idea for an Update (a "**Premier Initiated Update**") and desires for Milliman to modify the Milliman Products to add the Premier Initiated Update, then Milliman and Premier agree to negotiate in good faith the terms and conditions on which Milliman shall develop the Premier Initiated Update.
- 4.5 **Premier Report.** In addition to any other reporting described in this SOW, within ten (10) days after the end of each quarter during the term of this SOW, Premier shall provide a report to Milliman that details all transactions entered into by Premier (and all amounts owed to Milliman) pursuant to this SOW for such quarterly period, including: (i) a description of the applicable fees due to Milliman under such Customer Contracts; and (ii) any additional information that Milliman may reasonably require to determine the fees owed to Milliman hereunder. Additionally, Milliman shall keep Premier reasonably informed of all changes to the Milliman Products and the Milliman Services.

5. **Matters Related to Distribution of the Milliman Product.** This section shall be in lieu of Section 2.2 of the Agreement. Milliman hereby agrees to provide the Milliman Products and Milliman Services as set forth in an Order Form (“**Order Form**”) executed by the Parties. Each Order Form shall be subject to the terms and conditions of the Agreement and this SOW. If any term or condition of an Order Form conflicts with (or is inconsistent with) any term or condition of this Agreement, then the term or condition contained in the Order Form shall control. Each Order Form shall include among other things the identity of the Premier Customer, the fees to be paid by Premier to Milliman for the Milliman Products and/or Milliman Services.
6. **Intellectual Property.** The rights, license and title to any Intellectual Property regarding this SOW shall be governed by the terms contained in this SOW and not the Agreement. Section 1.4 of the Agreement shall not apply to this SOW.
 - 6.1 **Milliman Intellectual Property.** As between Milliman and Premier, Milliman shall be the sole and exclusive owner of, and shall retain all rights, title, and interests in and to, the following Intellectual Property as it relates to the Milliman Products: (i) all Intellectual Property that Milliman developed prior to, or otherwise owns as of, the Effective Date of this Agreement with respect to the Milliman Products, including, but not limited to, the Output, algorithms, methodologies, processes, technologies, and know-how embodied therein, and all modifications, improvements, and derivative works thereof; (ii) all Intellectual Property that Milliman develops during the Term of this SOW with respect to the Milliman Products without reference to or use of any Premier Intellectual Property, (iii) all Milliman Marks (iv) Documentation, (v) the Milliman Products, and (vi) all things that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of Milliman in connection with the above subsections (i) through (vi) (collectively “**Milliman Intellectual Property**”); provided, Milliman Intellectual Property shall not include the Deliverables (any derivative works therefrom) provided to Premier, the Output Derivative Works, and any and all Intellectual Property rights associated therewith, regardless if the Milliman Services are provided in connection with a Milliman Product or on a standalone basis. Except as otherwise agreed to an SOW or Schedule, all right, title, and interest in and to all enhancements, modifications, and Updates of Milliman Products and Documentation developed by or for Milliman and furnished to Premier hereunder will be and remain the exclusive property of Milliman.
 - 6.2 **Premier Intellectual Property.** As between Milliman and Premier, Premier shall be the sole and exclusive owner of, and shall retain all rights, title, and interests in and to, the following Intellectual Property: (i) the Premier Solutions that may or may not contain the Deliverables, (ii) except to the extent that the following contain Milliman Intellectual Property, the Deliverables, and the Output Derivative Works, (ii) all Intellectual Property that Premier developed prior to, or otherwise owns as of, the Effective Date of this SOW, (iii) Premier Components, (iv) all Intellectual Property that Premier independently develops during the Term of this SOW, (v) Premier Initiated Updates; (vi) all Premier Marks, (vii) all Premier Data, (ix) Premier Confidential Information, and (x) 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 above subsections (i) through (ix) (collectively “**Premier Intellectual Property**”).
 - 6.3 Premier is free to use and incorporate into its products and services, including the Premier Solutions, any data, information, ideas, know-how, and or techniques that are inherently disclosed to Premier by Milliman. Nothing in this Agreement or SOW shall, or is intended to, limit Premier's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge gained as a result of the disclosure, of Milliman Confidential Information or Milliman Intellectual Property under this SOW, provided Premier does not disclose or use any

Milliman Confidential Information or Milliman Intellectual Property in such development or enhancement of Premier products and services.

- 6.4 For avoidance of doubt and in accordance with Schedule D, (i) the Deliverables provided to Premier are Premier Intellectual Property notwithstanding that any Milliman Intellectual Property, including such rights as patent, copyright, know-how, trade secret or any other Intellectual Property right, that may be used to generate the Deliverables and perform the Milliman Services, and (ii) Premier may use the Deliverables for any purpose commercial or otherwise. Except as otherwise expressly provided in this SOW, under no circumstances shall a Party, as a result of this SOW, obtain any ownership interest or other right, title or interest in or to any other Intellectual Property or Confidential Information of the other Party, whether by implication, estoppel or otherwise, including any items controlled or developed by the other Party, or delivered by the other Party, at any time pursuant to this SOW.

7. INTENTIONALLY OMITTED.

8. Term.

- 8.1 **Term.** The initial term of this SOW shall commence on the Effective Date of this SOW and expire sixty (60) months thereafter (the “**Initial Term**”). The Initial Term shall automatically renew for successive one-year periods (each the “**Renewal Term**”) unless or until a Party provides written notice to the other Party of its election not to renew this SOW; provided, such notice shall be received no later than ninety (90) days prior to the expiration date of the then current term (the Initial Term together with the Renewal Term, the “**Term**”).

8.2 Termination.

8.2.1 The parties agree to have a good faith discussion one hundred twenty (120) days prior to the end of the Initial Term to determine if each party is interested in Premier continuing Premier to market and distribute the Milliman Products to its customers and to host and incorporate the Milliman Products into Premier Solutions and for Milliman to continue to provide the Services.

8.2.3 If either party defaults in any material obligation in this SOW, the other party may give written notice of such default, and, if the party in such default has not cured the default within thirty (30) days of the notice, the other party will have the right to terminate this SOW by a subsequent written notice to the defaulting party, and such termination will be effective as of the date of such subsequent notice.

8.2.4 Milliman may terminate this SOW upon written notice to Premier in the event any transaction results in Premier: (a) obtaining control of, becoming controlled by, or becoming under common control with an entity identified on Schedule G (with “control” meaning the ownership, direct or indirect, of the power to vote 50% or more of any class of voting securities of an entity or the right or power to appoint or cause to be appointed a majority of the directors or officers of such entity); or (b) entering into an arrangement with another third party pursuant to which Premier resells products that directly compete with the Milliman Products. Premier shall promptly notify Milliman upon the occurrence of any transaction specified above; provided in no event are the restrictions in this Section 8.2.4 in any way a limitation on Premier’s ability to market, sell or otherwise distribute products and services that Premier (i) creates or develops that directly or indirectly compete with the Milliman Products or Milliman Services or (ii) acquires through an acquisition an entity that provides products and services that directly or indirectly a product or service that directly competes with the Milliman Products or Milliman Services..

- 8.3 **Duties upon Termination.** Except as otherwise provided in Section 8.4 below, in addition to the obligations of the Parties under Section 5.4 of the Agreement, upon termination of this SOW: (i) Premier shall immediately pay Milliman for all unpaid fees accrued hereunder through the effective date of termination; (ii) Milliman may invalidate the ID Codes and otherwise deny further access to the Milliman Products; and (iii) at Premier's written request, Milliman will provide an electronic copy of all Premier Data within thirty (30) days of receiving such request, provided that Milliman may retain one copy of any Premier Data as necessary to comply with applicable work product documentation standards, and subject to the obligations of confidentiality contained herein and in the SOW; provided, Milliman acknowledges and agrees that subsection (ii) above in no way limits or restricts Premier ability to use the Deliverables provided in connection with a Premier Service regardless of whether or not such Milliman Service is provided as part of a Premier Customer's subscription to a Milliman Product or on a standalone basis. The terms of Sections 8.3, 8.4 and 10.2 of this SOW shall survive the termination of this SOW.
- 8.4 **Remaining Customers.** Notwithstanding the foregoing, with respect to Premier Customers who are currently subscribing to the Milliman Products as date of the termination or expiration of the Agreement or any SOW (the "**Remaining Customers**"), each Party agrees that, subject to continued payment of Milliman's then current fees, (i) the Remaining Customers shall have the right to continue to use and access the Milliman Products in the same manner that they were permitted to access the Milliman Products or the permitted prior to any such termination or expiration until their respective Customer Contract expires or terminates, provided that in no event shall such right continue for a period that is longer than three (3) years from such termination or expiration and (ii) it will continue to perform its obligations set forth in this SOW for the Remaining Customers until the earlier of (a) their respective licenses to expires or terminates, and (b) the date that is three (3) years from such date of the expiration or termination.

9. FEES AND PAYMENT TERMS

- 9.1 **Fees.** Premier hereby agrees to pay Milliman the Fees identified in Schedule E within forty-five (45) days of receipt of an invoice from Milliman so long as such Customer Contract remains in effect, or in the event that the Premier Customer terminates the Customer Contract prior to payment in full of fees for Services or Milliman Products provided up to the termination date, unless otherwise agreed to by and between the Parties, Premier shall still be required to pay the Fees identified in Schedule E within ninety (90) days of receipt of an updated invoice from Milliman. Milliman shall invoice Premier in arrears in equal monthly installments throughout the Term. Each invoice shall be deemed undisputed unless Milliman shall have received from Premier not later than forty-five (45) calendar days from the date of Milliman's invoice written notice that Premier is disputing that particular invoice, which notice shall set forth with particularity details as to which portion of the invoice is disputed and the reasons for the dispute. The parties shall use good faith efforts to reconcile the disputed amount as soon as practicable. Delinquent payments for undisputed invoices will accrue interest at the rate of 0.5% (one half percent) per month or the highest rate allowed by applicable law, whichever is lower.
- 9.2 **Premier Customer Billing and Collections.** Premier shall have the right to determine any pricing of the Milliman Products charged by Premier to Premier Customers. Premier shall be solely responsible for billing and collecting all amounts owed by Premier Customers, and, subject to Premier's payment obligations of the Fees set forth in this Section 9, Premier shall have the right to keep all amounts collected from Premier Customers.

- 9.3 **Taxes.** In addition to the fees described in this SOW, Premier shall pay (or, at Milliman's election, reimburse Milliman) for all taxes but excluding taxes based on Milliman's net income or its authority to do business within a given jurisdiction.
- 9.4 **Fee Increase.** On or after January 1, 2019, Milliman may increase the Fees, as identified in Schedule E, by no more than one and a quarter (1.25%) percent per twelve month period; provided that such Fee increase shall only apply to Premier Customers that execute a Customer Contract during that period immediately after such Fee increase. For example, if Milliman increases the Fees on January 1, 2019 this Fee increase shall be applicable to all new Premier Customers that execute a Customer Contract on or after January 1, 2019. Then if Milliman increases the Fees again on January 1, 2020, such Fee increase shall only apply to those Premier Customers that execute Customer Contract on or after January 1, 2020. This second increase shall not apply to any Premier Customers that executed a Customer Contract prior to January 1, 2020. Milliman will give Premier notice of any increases thirty (30) days prior to the increase. If an increase is not put into place during a calendar year, that potential increase is lost and does not accumulate to be utilized in subsequent years.

10. WARRANTIES AND LIMITATIONS

- 10.1 **Product Warranty.** Milliman acknowledges and agrees that the warranties provided to Premier pursuant to Section 4.2.2 of the Agreement shall also apply to the Milliman Products, the Services and any Deliverables provided in connection with this SOW. In addition, Milliman warrants that during the term of this SOW, that the Milliman Services shall comply with all applicable state and federal laws and regulations. Milliman warrants that the Milliman Products and Deliverables shall materially comply with the specifications contained in the Agreement and this SOW. Premier shall also be entitled to a refund of any pre-paid fees for the period of time such breach impaired Premier's ability to use the Deliverables.
- 10.2 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE LIMITATION OF LIABILITY IN THIS SECTION 10.2 SHALL GOVERN AND CONTROL THIS SOW. ANY LIABILITY OF A PARTY HERETO AND ITS AGENTS FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OF ANY TYPE OR CHARACTER ARISING FROM OR RELATED TO THIS SOW WILL BE LIMITED TO FOUR TIMES THE AMOUNT OF ALL FEES CHARGED HEREUNDER WHICH WERE ACTUALLY PAID TO MILLIMAN BY PREMIER DURING THE TWELVE MONTHS PRECEDING THE DATE THAT THE CLAIM AROSE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION (EXCEPT AS IDENTIFIED IN SECTION 10.5.2), BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 7 OF THE AGREEMENT, PREMIER'S OBLIGATIONS IN SECTION 3.3, SECTION 2.1 AND SECTION 2.2 OF THIS SOW MILLIMAN'S BREACH OF THE DOWNSTREAM BUSINESS ASSOCIATE AGREEMENT OR LIABILITY THEREUNDER, PAYMENT OBLIGATIONS SET FORTH IN THE SOW, PREMIER'S VIOLATION OF MILLIMAN'S INTELLECTUAL PROPERTY RIGHTS, ACTUAL DAMAGES INCURRED BY A PARTY HERETO AS A DIRECT RESULT OF ANY CRIMINAL OR FRAUDULENT ACTS OF THE OTHER PARTY OR ITS AGENTS. NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS SOW, HOWEVER CAUSED AND UNDER

WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10.4 **Disclaimer.** THE MILLIMAN PRODUCTS ARE NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, MILLIMAN DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

10.5 **Indemnification.** This Section 10.5 shall supersede Section 6.2 and Section 6.3, respectively, of the Agreement.

10.5.1 **Premier Indemnity.** Premier hereby agrees to indemnify, defend and hold harmless Milliman and its directors, officers, employees, and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments arising out of (a) the use or disclosure of Milliman Services and Deliverables by Premier except as expressly permitted by this SOW including Section 1.5 of the Agreement; (b) Premier's breach of its obligations under Section 7.2 (Confidentiality) of the Agreement, (c) the alleged direct, indirect or contributory infringement of any third party intellectual property right, including any patent, trademark, copyright or trade secret right, by Premier Products which Premier provides to Customers, specifically excluding the Milliman Services and Deliverables, and (d) Premier's gross negligence, fraud or willful misconduct in its performance under this Agreement.

10.5.2 **Milliman Indemnity.** In addition to the indemnification obligations of Milliman in the Downstream BAA, Milliman hereby agrees to indemnify, defend and hold harmless Premier and its directors, officers, employees, and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments arising out of (a) Milliman's gross negligence, fraud, or willful misconduct in its performance under this SOW, (b) the alleged direct, indirect or contributory infringement of any third party intellectual property right, including any patent, trademark, copyright or trade secret right, by the Services or any Deliverable, (c) Milliman's breach of its obligations under Section 7.2 (Confidentiality), (d) personal injury, death or damage to tangible property resulting from Milliman's acts or omissions hereunder, (e) Milliman's breach of any applicable law, (f) Milliman's material breach of any data security requirements that result in third party loss or damages, and (g) Milliman's sole negligence in its provision of the Milliman Products, Milliman Services or Deliverables; provided however, the limitation of liability in Section 10.2 of this SOW shall not apply to subsection (g) of this Section. Notwithstanding the foregoing, Milliman's limitation of liability applicable to subsection (g) of this Section shall not exceed two (2) times the limitation provided in Section 10.2, which, as determined by a court or arbitrator, is the result solely of Milliman's negligent acts or omissions during the performance of Milliman Services.

MILLIMAN, INC.

By Kate Fitch

Name Kate Fitch, RN, MEd

Title Principal and Healthcare Consultant

Date August 18, 2017

PREMIER HEALTHCARE SOLUTIONS, INC.

By Angela Lanning
Angela Lanning (Aug 18, 2017)

Name Angela Lanning

Title ITS Chief Operating Officer

Date August 18, 2017

Contract Effective Date: August 18, 2017

SCHEDULE A

MILLIMAN PRODUCTS

Initial Customer Setup: Includes setup of secure data transfer protocols for extraction of claims data from Customer's administrative systems for their covered population. Initial onboarding of medical and pharmacy claims, member demographic and eligibility information, and provider information. Initial onsite training on the Products. Milliman is not responsible for any expenses incurred by Customer or the Customer's vendors to assist with the transfer of claims data. Additional data sets can be added as a change order.

Extraction, Processing, and Warehousing of Claims Data: Development of software processes, data models, and data quality checks for claims data. Timely communication of issues to facilitate data reconciliation and correction. Continued maintenance of a data warehouse that underlies the above components.

Milliman Products	Description
ACO Insight- Basic	<p>Business intelligence tool that provides ACOs a way to visualize their population's cost and medical utilization by key service categories. Summary data as well as drill down into claim types of interest allow for a population top-down analysis.</p> <ul style="list-style-type: none">- Summary dashboards (demographics, cost summary, trend summary, cost distribution summary, cost summary detail)- Utilization and Cost by Service Category Dashboards (cost model, DRG detail, Part B drug detail, service line trend, utilization reduction impact)- Potentially Avoidable Services Dashboards (key metrics including aggregate reporting of EOL metrics, ED visits types, PSAs, and ACSAs)- Post-Acute Care Dashboards (inpatient 30-day post-acute utilization summary, SNF, Home Health, PAC Summary, Post-acute DRG detail, Post-acute readmission)
ACO Insight - Enhanced	<p>ACO Insight is an upgrade of ACO Insights - Basic above and includes the following additional features:</p> <ul style="list-style-type: none">-Filter of pre-defined subpopulation groups – regions or PCP groups-Chronic Conditions Hierarchical Group (CCHG) dashboard-Leakage analysis: The leakage analysis provides an additional view of the cost model report, splitting each service line into the portion of the costs that are being performed “in network” and “out of network”. To determine in and out of network, the Customer is required to provide all provider IDs including those for physicians, hospitals, outpatient centers, SNFs, home care agencies etc. Based on the provider IDs, each claim is identified as in or out of network.-Waste calculator: The Waste Calculator analyzes claim data to identify services that have the potential to be wasteful based on evidence based guidance as prioritized and defined by leading

	community organizations (e.g. NICE, USPTF Part D, Choosing Wisely®). Actionable reports and summaries are provided that identify cost savings potential associated with wasteful services. -Upgrades and additional BI dashboards as available from Milliman
Predictive Analytics/Care Coordinator Report (CCR)	Opportunity based analytics tool to facilitate patient risk stratification and more efficient care management. Includes proprietary predictive analytics for care management. Supports self-service management of role-based security of PHI data.
Physician Risk and Credibility Adjusted Report (PRCA)	Operational management tool used to report on various aspects of physician performance. The tool first adjusts physician experience for patient morbidity using industry standard risk scores, then adjusts measures to account for the unreliable nature of small patient panels and general patient cost variability.

I. Milliman Products.

1. Milliman PRM ACO Insight - Basic.

A. Description. Business intelligence tool that provides ACO organizations a way to visualize their ACO population's cost and medical utilization by key service categories compared to national and well managed benchmarks. The tool allows users to investigate and identify opportunity to reduce population costs associated with targeting key services. Summary data as well as drill down into claim types of interest allow for a population top-down analysis. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.

B. Components of ACO Insight

The ACO Insight reports can be sorted by:

- Time period
- Assignment status (attribution)
- Enrollment type if applicable (e.g. aged non dual, aged dual, disabled, ESRD)

The reports are divided into four major dashboards addressing key population health metrics. Each of the four major dashboard reports have several subset dashboard reports:

1. Summary Dashboards:

- Demographics
- Cost summary
- Trend summary
- Cost distribution summary
- Cost summary detail

2. Utilization and Cost by Service Category Dashboards

- Cost models
- DRG detail
- Service line detail

- Service line trend
- Utilization reduction impact

3. Potentially Avoidable Services Dashboard

Key metrics including aggregate reporting of:

- ED visit types
- Preference sensitive admissions
- Ambulatory care sensitive admissions
- 30 day readmissions
- End of life metrics

4. Post Acute Care Dashboards

- Inpatient discharge by site of service by discharging hospital
- SNF key metric reports by SNF
- Home health key metric reports by home care agency
- Post Acute Care (PAC) detailed analysis including nationwide and 10th percentile best performing PAC benchmarks and details on the DRG distribution of 30 day readmissions

C. Access. The ACO Insight Dashboards are available to users authorized by Premier via a secure hosted web application.

D. Frequency. The ACO Insight Dashboard is produced monthly (quarterly is optional) during the term of this license after receipt of clean data from Premier.

E. Documentation. The ACO Insight Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

F. Training. User training will be conducted as listed in Schedule D.

2. Milliman PRM ACO Insight - Enhanced.

A. Description. ACO Insight - Enhanced is an upgrade of the ACO Insight - Basic and includes all the deliverables and functionality of ACO Insights - Basic plus the following additional features:

- -Filter of pre-defined subpopulation groups – regions or PCP groups
- -Chronic Conditions Hierarchical Group (CCHG) dashboard
- Leakage analysis: The leakage analysis provides an additional view of the cost model report, splitting each service line into the portion of the costs that are being performed “in network” and “out of network”. To determine in and out of network, the Customer is required to provide all provider IDs including those for physicians, hospitals, outpatient centers, SNFs, home care agencies etc. Based on the provider IDs, each claim is identified as in or out of network.
- Waste calculator: The Waste Calculator analyzes claim data to identify services that have the potential to be wasteful based on evidence based guidance as prioritized and defined by leading community organizations (e.g. NICE, USPTF Part D, Choosing Wisely®). Actionable reports and summaries are provided that identify cost savings potential associated with wasteful services.
- -Upgrades and additional BI dashboards as available from Milliman

- B. Access.** The ACO Insight dashboards are available to users authorized by Premier via a secure hosted web application.
- C. Frequency.** The ACO Insight dashboard is produced monthly (quarterly is optional) during the term of this license after receipt of clean data from Premier.
- D. Documentation.** The ACO Insight dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.
- E. Training.** User training will be conducted as listed in Schedule D.

3. Milliman PRM Analytics™ Care Coordinator Reports

A. Description. The Care Coordinator Reports (CCRs) are an opportunity based analytic tool. They provide information at the population level, and facilitate drill down to the individual patient level. The Care Coordinator Reports include Opportunity Prospective Scores - estimates of a patient's healthcare expenses and utilization over the next six months, absent additional ambulatory management intervention. The Opportunity Prospective Scores are developed using Milliman proprietary predictive analytics and can be used in selecting patients for further care intervention and in managing patients.

B. Components of the Care Coordinator Reports

- 1. Filter Population.** The Filter Population capability allows a user to select patients based upon pre-defined demographic characteristics, provider characteristics, clinical conditions, and Opportunity Prospective Scores. It also provides summary metrics regarding certain characteristics of the selected patient population.
- 2. Population Report.** The Population Report presents select Opportunity Prospective Scores, historic utilization measures, quality outcome measures, clinical condition highlights, demographics, and provider information for each patient in the selected patient population. Users can decide which patients they want more detailed information using the functionality and information included in the Population Report.
- 3. Patient Profiles.** A more detailed Patient Profile is available for each patient in the population. A Patient Profile presents a concise summary of the selected patient's prospective risk profile, chronic conditions, demographic and physician information, and historical inpatient, outpatient, and prescription drug claims.
- 4. Excluded Report.** The Excluded Report provides a list of patients included within the Premier data but not included in the other portions of the Care Coordinator Reports. These patients may not have recent eligibility or sufficient historical data to be included.

- C. Access.** The Care Coordinator Reports are available to users authorized by Premier via a secure hosted web application.
- D. Frequency.** The Care Coordinator Reports are produced monthly (quarterly optional) during the term of this license after receipt of clean data from Premier.
- E. Documentation.** The Care Coordinator Reports are accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

F. Training. User training will be conducted as listed in Schedule D.

4. Physician Risk and Credibility Adjusted Report (“PRCA”)

A. Description. Milliman’s Physician Risk and Credibility Adjusted (PRCA) analytics provide a useful means to understand physician performance on many key performance metrics. The process of risk adjustment accounts for differences in morbidity and eligibility. The process of credibility adjustment recognizes the uncertainty of estimates made using only a small patient count. The PRCA Report is an advanced business intelligence tool that provides organizations a way to visualize and drill into the PRCA analytics results.

B. Components of the PRCA Report

- 1. PRCA Models:** The set of models fit to assist in physician assessment. The models include PMPM, Utilization, Ancillary, and Conditions.
- 2. PRCA Report Main Screen:** The PRCA Report Main Screen allows a user to select which three PRCA models are displayed for each physician.
- 3. Detail Table:** The Detail Table allows a user to see all of the PRCA models for an individual physician.
- 4. Filter Options:** The Filter Options screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.
- 5. Diagnostic Images:** The Diagnostic Images screen displays the details of the steps of the PRCA analysis and the measurements of uncertainty of the Total PMPM model.

C. Access. The PRCA Reports are available to users authorized by Premier via a secure hosted web application.

D. Frequency. The PRCA Reports are produced monthly (quarterly optional) during the term of this license after receipt of clean data from Premier.

E. Documentation. The PRCA Reports are accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.

F. Training. User training will be conducted as listed in Schedule D.

SCHEDULE B
SUPPORT SERVICES
FOR SECURE HOSTED WEB MILLIMAN PRODUCTS

Statement of Intent. Milliman strives to provide a high level of service. This Service Level SOW ("SLA") outlines the services, site availability, and support that Milliman will provide to Premier and Customers

I. Time Conventions. This SLA uses the following conventions to refer to times:

- A. Times expressed in the format "hours: minutes" reflect the Eastern Time zone adjusted for daylight savings time when in effect.
- B. Times expressed as a number of "business days" include Milliman business hours Monday through Friday, excluding Milliman designated holidays.
- C. The symbol "---" indicates that no time applies to the associated category.

II. Services Provided. Under this Agreement, Milliman will provide implementation support services to Premier and Customers as outlined below:

A. Implementation. Implementation of the Milliman product includes; provided Premier may assist with the activities below if the Premier Customers access the Milliman Products through PremierConnect (SSO via Premier's website):

1. Perform the credentialing for Premier and Premier Customers;
2. Provision Premier and Premier Customers for access to the Milliman Products;
3. Obtain any third party consents required in order for Premier and Premier Customers to access the Milliman Products;
4. Access to the product through a secure and encrypted channel;
5. Technical support by email and telephone to assist the Premier and Premier Customer in startup as needed. A user guide is available online; and
6. Help Desk support as detailed under Section III. Milliman Support Responsibilities.

B. Redundancy. The primary purpose for backup to magnetic media is to help Milliman provide its Premier and Customer with timely disaster recovery should the Services be rendered inoperative due to hardware or environmental impacts. Services restoration will be performed as a recovery procedure after a disaster and is included in the Milliman provided Services. Milliman's formal backup procedures includes a full backup of the software and any necessary databases on a weekly basis. Incremental backups will be performed daily. Milliman will determine the method and process including hardware/software used for all data backup and recovery operations. Milliman will be able to restore from backups within three business days.

C. Availability. The availability of the Milliman Products is outlined below.

- 1. Normal Service Availability Schedule.** The product is available 24 hours a day, seven days a week with the exception of planned outages for upgrades or unplanned outages outside of Milliman control. Milliman represents and warrants that Milliman will maintain monthly availability of 98.00%.

Milliman's SLA applies only to outages directly related to the data center hosting the server and the proprietary software. The Scope of this SLA does not include the performance or availability of any public Internet backbone or network, any server or other equipment on the Internet outside of Milliman's host facility, Premier's or Customer's premise equipment or local access service of any type.

Events of Force Majeure shall not be deemed Service Unavailability for the purpose of this SLA.

Table C.1 shows the times when Milliman is scheduled to be available for support:

Table C.1 Support Availability**

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	---	8:00	8:00	8:00	8:00	8:00	---
Stop	---	17:00	17:00	17:00	17:00	17:00	---

**Adjusted when necessary for scheduled outages and non-emergency enhancements.

2. **Scheduled Events that Impact Service Availability.** Regularly scheduled events can cause a temporary service outage. Notice to Premier and Customer of scheduled events that may result in an outage of longer than 15 minutes, that are deemed by Milliman to be required, shall occur at least two (2) business days in advance. Table C.2 shows the typical times when these events may occur. If the maintenance is required to resolve a Priority 1 issue (see below), less notification may be provided.

Table C.2 Scheduled Outages

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	00:00	23:00*	23:00*	23:00*	23:00*	23:00*	00:00
Stop	23:59	02:00*	02:00*	02:00*	02:00*	02:00*	23:59

*Weekday scheduled events will only occur for urgent updates or upgrades

III. Milliman Support Responsibilities. Milliman provides the following support Premier and Customer:

- User Support.** Milliman provides user support by way of a fully trained Help Desk accessible through email at prm.support@milliman.com. The intent of the Help Desk is to resolve Milliman-trained end users issues, not to entertain requests for Services enhancements, modifications, or clinical guidance. Premier staff can additionally reach the PRM offices at (317) 639-1000 for escalation/discussion of Priority 1 issues.
- Problem Severity Description.** Table C.3 outlines problem severity descriptions. The diagnosis of severity as related to a reported issue is determined by qualified Milliman system engineers/analyst.

Table C.3 Problem Severity Descriptions

Severity	Description
Priority 1	All or most of the service functionality is lost. Milliman is not operational and there is no workaround. A Priority 1 problem can

	be reduced to a Priority 2 problem if an acceptable workaround is found. Priority 1 support takes effect immediately until the issue is resolved.
Priority 2	Some functionality of the services is lost but still provides useful information. Priority 2 issues are queued ahead of standard issues.
Standard	Service functionality is intact with issues revolving around items that limit the usefulness and/or user friendliness of the system.

1. Problem Reporting Process.

All issues received via the support email address will provide an auto-reply to acknowledge receipt of the issue. Within 1 business day Milliman Customer Support will provide a reply as to the problem Severity level and/or courses of action to be taken in relation to the issue. As part of the diagnosis/triage Milliman may request additional information and/or diagnostics to be performed by Premier or Customer to effectively identify the issue.

2. Problem Resolution.

When Milliman's Help Desk is informed of a problem, the following actions are taken:

- a. **Problem Reproduction.** Milliman's Customer Support Department will attempt to reproduce the problem. For this, a Premier or Customer will need to provide a clear description of the circumstances under which the problem occurs. This may include Customer Support requesting the email address (account name) of the account in question. As part of problem reproduction Milliman may request more information and/or diagnostics to be performed by Premier or Customer.
- b. **Defect Logging.** When the problem has been duplicated by Milliman's Customer Support Department; it may be logged as a defect in Milliman's defect database if the root cause of the original problem is due to a software defect
- c. **Defect Investigation.** Milliman's Product Development Team will investigate the cause of the problem.
- d. **Workaround.** When, in the course of the investigation, alternative ways are found to obtain the design goal while avoiding the interruptive symptoms of the defect; these workarounds will be communicated as a solution to the problem. If the defect is deemed critical, a slipstream release will be created to address the issue. If the defect is minor it will likely be addressed in a future release of the system.
- e. Milliman's targeted resolution timeframe for Priority 1 issues is three business days. It is anticipated that many issues will be resolved, or reduced, in much less time, but there is much variability that is dependent upon timely, accurate and detailed communications from the end client. If Milliman is primarily at fault for missing this targeted resolution timeframe, Milliman will issue a credit. This credit will be worth 10% of the month's product costs for each affected Premier customer. If the issue continues for more than thirty (30) days, additional credits will be given for each subsequent month that will be worth 25% of the month's product costs for each affected Premier Customer.

SCHEDULE C
IMPLEMENTATION SERVICES

1. Definitions

In addition to those terms defined in the Agreement, the following definitions shall apply to the Implementation Services listed in this Schedule:

- 1.1. **Connector** means an individual instance of Data Connect that has been configured to extract, transform and load data from a single data source into the Milliman Products.
- 1.2. **Connector Modification** means a modification to the field-level mapping logic in a single Connector to address a data gap or other issue which has been identified as effecting one or more data dependencies within the Milliman Products.
- 1.3. **Customer Instance** means the Milliman Product including all configurations made for a specific Premier Customer as deployed and hosted by Milliman for a specific Premier Customer.
- 1.4. **Data Connect Agent** means the software agent that Arcadia utilizes to perform extract transform and load (ETL) of data from a given Data Source.
- 1.5. **Data Source** means a single database belonging to a standalone software system or a set of files which relate to each other to form a single data set from one source (for example, a patient file, a provider file, and a patient-provider attribution file which denotes the relationship between entities in each of the other files).
- 1.6. **Member** means a beneficiary enrolled in a health plan (as recorded on a health plan enrollment roster) for whom data has been supplied to Milliman.
- 1.7. **Minimum Required Data Elements** means the minimum set of data which must be integrated correctly with the Customer Instance for the Customer Instance to perform in accordance with the Documentation.
- 1.8. **Representative Data Set** means a data extract that match the Milliman specifications but contains only a limited subset of data based on a set of parameters such as a date range.
- 1.9. **User** means an end-user at Premier or a Premier Customer that has been given Credentials to access and use a specific Customer Instance.

IMPLEMENTATION SERVICES

Standard setup and configuration of Milliman Products for a new Premier Customer will be executed as follows:

1.10. Initiation & Kick-Off

Milliman and Premier will coordinate a kick-off meeting with the Premier Customer to introduce the implementation team and outline the structure of the implementation process for the Customer Instance. Milliman will provide Premier and the Premier Customer with the following materials during the kick-off phase:

- Outline of Implementation Process
- User Manual
- Configuration Requirements Templates
- Data Specification & Transmission Instructions

Following the kick-off, Milliman will work with Premier Customer to review and populate the Configuration Requirements Templates for each of the following categories:

- User Set-up Requirements
- Patient Panel (Attribution to Program) requirements
- Beneficiary attribution for Market/PCP filter (if applicable)

- In/out of network for Leakage report (if applicable)
- Other as necessary for additional Data Sources

Once the Configuration Requirements Templates are completed and delivered to Milliman by Premier Customer, via FTP or other secure transmission, Milliman may begin Platform Configuration.

1.11. Platform Configuration

Using information documented in the Configuration Requirements Templates, Milliman shall modify the configuration of the Customer Instance to align with the final Configuration Requirements Templates.

All configuration will require Premier Customer to sign off. If necessary, Milliman shall inform the Premier Customer if certain configurations requires modifications or alterations to the source data or the implementation of additional business rules within Premier Customer source systems to maintain the integrity of the Customer Instance.

1.12. Training

Training on the Customer Instance will occur promptly (within 2 weeks) after Platform Configuration. Milliman will train up to five (5) Users per Data Source, who will then be responsible for training subsequent Users. Training will include the following services for each source

- Up to four (4) one hour WebEx training sessions for Premier Super Users in July and August
- A one (1) hour WebEx training sessions, recorded for later viewing; For the Collaborative flip to ACO Insight Standard, two initial sessions will be offered for members to attend, and recording available after.
- One thirty (30) minute session on user administration training (if applicable)
- Two one (1) hour long WebEx refresher trainings at a later date

The following materials will be provided to Premier Customer during this phase:

Deliverable	Description
User Training Presentation	Milliman will provide the presentation used during Super User training to Premier Customer, who may leverage that presentation to provide training to other Users.
User Administration Training Guide	Milliman will provide training documentation associated with the Administrative tools that are available within the Customer Instance.
User Guide	User Guide Documentation will be provided
Training Videos	Milliman will make available to each Super User training videos that they may distribute to other Users in support of on-going training activities performed at Premier Customer.

1.13. Platform Deployment

Once at least one (1) Data Source has been integrated into the Customer Instance and User Training has been completed, and Customer Instance is “accepted” by Premier Customer for each Data Source, Milliman shall provide login credentials to Premier Customer. If Premier or Premier Customer rejects the Product, then Milliman shall promptly remedy the issue that was the cause of the rejection. In the event Milliman is not able to remedy the non-compliance, then Premier shall have the option to terminate the Purchase Order for the Milliman Product and shall have no further liability under such Purchase Order. Milliman shall refund to Premier any pre-paid fees for the Product.

1.14. Initial Support

Milliman shall provide unlimited support to Premier Customer for the first six (6) months after the release of the first report, regardless of the Milliman Product update frequency.

2. CONNECTIVITY SERVICES

Connectivity services are required to integrate any Data Source with the Customer Instance. At a minimum, at least one (1) Data Source is required for the Customer Instance to operate.

The connectivity services will be executed in accordance with the type of Data Source (e.g., claims) and the form of integration specified for the given Data Source (data extract or inbound data connector).

2.1. INTERFACE SETUP –

For Deliverables that relate to Premier Data that is a Health Plan Data Extract, Milliman will use the following process:

2.1.1. Premier Data Source Discovery

Milliman will work with Premier Customer and its affiliated health plan (“Health Plan”) to identify the data set that needs to be provided to interface with the Customer Instance. At this time three data set standards exist:

Type of Organizations	Data Set Required
Medicare Accountable Care Organization	- See table in 2.1.2
Medicare Advantage Health Plan	- RAPS File (Standard Format) - MMR File (Standard Format) - MOR File (Standard Format) - Claims Data Extract
Commercial Health Plan	- Varies

2.1.2.

ACO Data files by Track

x = expected file; ? = maybe; blank = not expected

	Track				
	1	Track 2	Track 3	NextGenACO	Notes
Monthly					
CCLF0	x	x	x	x	Monthly log of claim counts per distributed claim file
CCLF1	x	x	x	x	Part A claims header file
CCLF2	x	x	x	x	Part A revenue center detail file
CCLF3	x	x	x	x	Part A procedure code file

<i>CCLF4</i>	x	x	x	x	Part A diagnosis code file
<i>CCLF5</i>	x	x	x	x	Part B physicians file
<i>CCLF6</i>	x	x	x	x	Part B durable medical equipment file
<i>CCLF7</i>	x	x	x	x	Part D file
<i>CCLF8</i>	x	x	x	x	Beneficiary demographics file
<i>CCLF9</i>	x	x	x	x	Beneficiary cross-reference file *Starting in 4/2017; Part A benefit
<i>CCLFA</i>	x	x	x	x	enhancements code file *Starting in 4/2017; Part B benefit
<i>CCLFB</i>	x	x	x	x	enhancements code file
<i>BNEXC</i>	x	x	x		Report on Excluded Beneficiaries
<i>MNGREB</i>				x	Report on Excluded Beneficiaries
<i>DPREF</i>				x	Data sharing report
<i>MNEXP</i>				x	Paid claims report
Quarterly					
<i>QEXPU</i>	x	x	x		Expenditure and utilization report
<i>QASR</i>	x	x	x		Assignment summary report
<i>QASSGN</i>	x	x	x		Prospective assignment file
Annual					
<i>NGALIGN</i>			x		Prospective Assignment file
<i>HASSGN</i>	x	x	x		Preliminary prospective assignment file
<i>BNMRK</i>	x	x	x	?	Benchmark file
<i>STLMT</i>	x	x	x	?	Reconciliation / settlement file

2.1.3. Deliverable Creation

Milliman will provide Premier Customer and/or Health Plan with a set of credentials to access Milliman's secure file drop for Premier Customer and, if necessary, the Claims Data Extract Specifications Document.

If a Claims Data Extract is required, Health Plan will be responsible for creating a Data Extract that meets the specifications outlined in the Claims Data Extract Specifications Document. Milliman will work with Health Plan to review the Data Extract and validate that the information provided will support a complete and accurate interface between the claims system and the Milliman Products.

3. ASSUMPTIONS & CUSTOMER OBLIGATIONS

The following is a list of requirements, information and assumptions used by Milliman to establish the scope, schedule and fees for the Services described in this Exhibit. In the event that an item identified below does not occur in the manner or timeframe shown, such circumstance shall constitute a change that may require an amendment to the associated Order Form.

3.1. General Assumptions

- 3.1.1. Milliman team members may perform work onsite at Premier, Premier Customer location or at Milliman's offices, as appropriate and agreed between the Parties in the engagement.
- 3.1.2. Milliman will interface directly with the Premier Customer throughout Implementation described in this Schedule. In the event that the Premier Customer is non-responsive or non-cooperative on a particular matter with Milliman. Milliman will escalate the matter to Premier and Premier will then be responsible for resolving the escalated matter with Premier Customer. Milliman defines

“non-responsive” as three (3) or more consecutive requests for response that have gone unacknowledged.

- 3.1.3. Premier or Premier Customer is responsible for all interactions with other 3rd parties that must be involved in the services described in this Schedule, for example EHR vendors and IT hosting companies used by Premier or Premier Customer.

3.2. Resource Assumptions

- 3.2.1. Premier Customer will designate a “Project Sponsor” with overall management responsibilities relative to this project, including identifying stakeholders, sign-off on deliverables and being the Premier Customer project liaison.
- 3.2.2. Premier Customer will designate at least one contact that will be Premier Customer’s subject matter expert on the use of the Milliman Product(s).
- 3.2.3. Premier Customer will serve as the triage and coordination point for any issues or questions from 3rd parties.
- 3.2.4. Premier Customer will provide access to relevant staff at agreed to levels.
- 3.2.5. Premier Customer will take reasonable steps designed to ensure business and technical stakeholders are available for project meetings and will provide necessary materials to Milliman, as needed.
- 3.2.6. Premier Customer will take reasonable steps to ensure that resources are available from Premier Customer to accept Milliman Product(s) in a timely manner.

SCHEDULE D

MILLIMAN SERVICES

A. Milliman Services.

1. Initial Customer Setup. Includes setup of secure data transfer protocols for extraction of claims data from the Premier Customer's administrative systems for their covered population. Initial onboarding of medical and pharmacy claims, member demographic and eligibility information, and provider information. Milliman is not responsible for any expenses incurred by the Premier Customer or the Premier Customer's vendors to assist with the transfer of claims data. Additional data sets can be added as a change order.

2. Extraction, Processing, and Warehousing of Claims Data. Milliman shall provide the following Milliman Services such as the development of software processes, data models, and data quality checks for claims data and may be agreed to by the Parties. Timely communication of issues to facilitate data reconciliation and correction. Continued maintenance of a data warehouse that underlies the above components.

3. Deliverables.

(i) The deliverables shall include, but not limited to flat file extracts, in accordance with the data specifications attached hereto as Appendix 1, Basic CCLF data extracts, Enhanced CCLF data extracts and Non-CCLF data extracts from the Milliman PRM Database containing processed Premier Data from a Premier Customer that can be loaded into a Premier Customer's data analysis systems or sent to Premier (collectively the "Deliverables"). The Deliverables will be accompanied by a data dictionary describing each data element. This is designed to allow data analysts to do further analysis and data exploration on the Deliverables and any purpose as may be determined by Premier.

(ii) The Deliverables will be delivered securely to the Customer or Premier on a quarterly or monthly basis, as determined by Premier. The Deliverables shall be transferred as delimited text files that provide the full detail of the claims and eligibility data. The data is grouped into the HCG categories with some customization to certain lines along with a data dictionary. With the first quarter delivery, Customer also receives up to 4 hours of training on the Deliverables by Milliman.

4. Intellectual Property.

(i) This Section 4 of Schedule D of the SOW shall control and govern the Intellectual Property rights with respect to the Services and Deliverables in this SOW. Milliman hereby acknowledges and agrees that, as between Milliman and Premier and subject to Milliman's reservation of rights in and to the Milliman Intellectual Property, all rights, title and interests with respect to any and all Intellectual Property rights in the Deliverables shall be owned solely and exclusively by Premier and shall be considered Premier Intellectual Property (the "IP Rights"). The Deliverables are Premier Intellectual Property notwithstanding that any Milliman Intellectual Property, including such rights as patent, copyright, know-how, trade secret or any other Intellectual Property right, that may be used to generate the Deliverables and perform the Milliman Services, and (ii) Premier may use the Deliverables for any purpose commercial or otherwise.

(ii) Without limiting the foregoing and subject to Milliman's reservation of rights in and to the Milliman Property, Milliman acknowledges and agrees that all Services and Deliverables are "works made

for hire" as defined in the United States Copyright Act of 1976 (17 USC Section 101), as may be amended or supplemented from time to time, and are included within the definition of Premier Intellectual Property without exception.

(iii) Milliman, without further consideration, compensation or other remuneration, hereby assigns and agrees to assign to Premier (or its designees) all of Milliman's rights, title and interests in and to the IP Rights in the Deliverables, including, without limitation, all rights to obtain, register, perfect and enforce all IP Rights, as may presently be in existence or hereafter acquired, free and clear of all liens, encumbrances and other security interests.

(iv) Milliman shall promptly disclose in writing to Premier all IP Rights after such Intellectual Property is conceived, prepared, made, developed, or otherwise created by Milliman under this Schedule.

(v) Milliman shall execute all documents and perform all acts reasonably requested by Premier, at the sole cost and expense of Premier, to permit and assist Premier in obtaining, maintaining and enforcing the full benefits, enjoyment, rights, title and interests in and to any and all IP Rights for the benefit of and in the name of Premier (or its designees), including, without limitation, executing all documents and performing all acts as Premier may request in connection with (i) vesting Premier (or its designees) with full title to any and all IP Rights, (ii) filing applications and prosecuting, obtaining and maintaining registrations and other governmental approvals with respect any and all IP Rights, and (iii) defending and enforcing any and all IP Rights. If Milliman incurs out-of-pocket expenses in executing such documents or providing such assistance, Premier will reimburse Milliman for the actual and reasonable out-of-pocket expenses.

(vi) Milliman agrees to and does hereby grant to Premier a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free license, to the Milliman Intellectual Property and all intellectual property rights therein that may be included in the Deliverables and, to use, make, reproduce, prepare derivative works based upon, perform, display, distribute and carry out other activities with such Milliman Intellectual Property, and create derivative works based thereon and copies thereof with the right to sublicense the foregoing, and with the right to transfer the license and rights in connection with a merger, consolidation, change of control, or sale of substantially all the assets or capital stock of a party.

APPENDIX 1
DELIVERABLES FILE SPECIFICATIONS

DataMart shall include the following fields:

Table Type	Field	Notes
member_conditions	member_id	Unique member identifier
member_conditions	risk_cond	Clinical Condition
member_conditions	risk_cond_date_last	Condition Last Service Date
member_conditions	risk_cond_new	New Condition Indicator
member_conditions	risk_cond_effect	Condition Relative Risk
member_conditions	risk_cond_chronic	Chronic Condition Indicator
member_conditions	risk_cond_phy_name	Managing Physician Name
member_conditions	risk_cond_phy_spec	Managing Physician Specialty
member_conditions_uncoded	member_id	Unique member identifier
member_conditions_uncoded	cond_uncoded	Condition that should be assessed for coding improvement
member_conditions_uncoded	cond_uncoded_source	Source of identified condition
member_conditions_uncoded	cond_uncoded_comment	Why should this condition be reviewed?
member_conditions_uncoded	cond_uncoded_chronic	Values: {Y; N} Y = Chronic Condition
member_conditions_uncoded	cond_uncoded_riskscore_gain_scale	The estimated amount of gain to the risk score if the patient has this condition
member_conditions_uncoded	cond_uncoded_priority	Priority order for reviewing conditions
member_conditions_uncoded	cond_uncoded_relevant_diags	The most relevant ICD diagnosis codes for this condition
member_predictions	member_id	Unique member identifier
member_predictions	pred_name	Prediction Name
member_predictions	pred_desc	Describes the type of prediction represented
member_predictions	pred_value	Prediction value
member_predictions	pred_value_rank	Prediction value rank
member_predictions	pred_value_rank_prior	Prediction value prior rank
member_quality_measures	member_id	Unique member identifier
member_quality_measures	comp_quality_category	Groups similar quality measures into higher level categories
member_quality_measures	comp_quality	Description of the quality measure calculated
member_quality_measures	comp_quality_numerator	Numerator for calculating associated quality metric. Can be null.
member_quality_measures	comp_quality_denominator	Denominator for calculating associated quality metric. Can be null.

member_quality_measures	comp_quality_comments	Additional member information for associated quality measures
member_quality_measures	comp_quality_date_actionable	Last date action could be taken to meet quality measure
member_time_windows	member_id	Unique member identifier
member_time_windows	date_start	Time window start date
member_time_windows	date_end	Time window end date
member_time_windows	elig_status_1	Eligibility Status 1
member_time_windows	elig_status_2	Eligibility Status 2
member_time_windows	elig_status_3	Eligibility Status 3
member_time_windows	elig_status_4	Eligibility Status 4
member_time_windows	elig_status_5	Eligibility Status 5
member_time_windows	elig_status_6	Eligibility Status 6
member_time_windows	elig_status_7	Eligibility Status 7
member_time_windows	cover_medical	Indicates member is covered under medical benefit
member_time_windows	cover_rx	Indicates member is covered under pharmacy benefit
member_time_windows	cover_dental	Indicates member is covered under dental benefit
member_time_windows	cover_vision	Indicates member is covered under vision benefit
member_time_windows	elig_month	The corresponding month of eligibility.
member_time_windows	memmos_medical	How many months of Medical coverage eligibility were represented
member_time_windows	memmos_rx	How many months of Rx coverage eligibility were represented
member_time_windows	memmos_dental	How many months of Dental coverage eligibility were represented
member_time_windows	memmos_vision	How many months of Vision coverage eligibility were represented
members	member_id	Unique member identifier
members	age	Member's Age
members	gender	Member's gender. M (Male) or F (Female)
members	mem_name	Member's Name
members	mem_address_line_1	Member's Address Line 1
members	mem_address_line_2	Member's Address Line 2
members	mem_city_state	Member's City, State
members	mem_state	Member's State
members	mem_zip5	Member's 5-Digit Zip Code
members	dob	Member's date of birth
members	mem_report_hier_1	Assigns members to sub-groupings used to segregate members
members	risk_scr_primary_type	Primary Risk Score Type
members	risk_scr_primary	Primary Risk Score
members	hist_er_cnt_12mos	Count of ER Visits in the last 12+2 months; the two additional months are the most recent 2 months.
members	hist_er_cnt_06mos	Count of ER Visits in the last 6+2 months; the two additional months are the most recent 2 months.
members	hist_er_cnt_03mos	Count of ER Visits in the last 3+2 months; the two additional months are the most recent 2 months.
members	hist_pcp_cnt_12mos	Count of PCP Visits in the last 12+2 months; the two additional months are the most recent 2 months.
members	hist_pcp_cnt_06mos	Count of PCP Visits in the last 6+2 months; the two additional months are the most recent 2 months.
members	hist_pcp_cnt_03mos	Count of PCP Visits in the last 3+2 months; the two additional months are the most recent 2 months.
members	assignment_indicator	Is the member currently assigned?
members	mem_prv_id_align	Provider ID of the assigned provider.
members	flight_risk	Category of where member is receiving Primary Care Services

members	flight_risk_visits_for_majority	The number of qualifying ACO PCP visits needed so that
members	flight_risk_visits_for_plurality	The number of qualifying ACO PCP visits needed so that
meta_fields	meta_field	Field Name
meta_fields	meta_field_label	Field Description. Primarily used to identify contents of a field.
meta_fields	meta_field_comment	Field Comment
meta_project	meta_project	Project Metadata Name
meta_project	meta_project_string	Project Metadata Value (String). One of meta_project_string, meta_project_date, meta_project_integer, or meta_project_notes.
meta_project	meta_project_date	Project Metadata Value (Date). One of meta_project_string, meta_project_date, meta_project_integer, or meta_project_notes.
meta_project	meta_project_integer	Project Metadata Value (Integer). One of meta_project_string, meta_project_date, meta_project_integer, or meta_project_notes.
meta_project	meta_project_notes	Describes provided metadata.
outclaims	sequencenumber	Sequence number in claims table. Primary key - must be unique.
outclaims	claimid	Unique claim identifier
outclaims	linenum	Sequence number within a claim
outclaims	contractid	Unique subscriber/contract identifier
outclaims	member_id	Unique member identifier
outclaims	prm_fromdate	First date of service
outclaims	prm_todate	Last date of service
outclaims	paiddate	Paid Date
outclaims	drg	DRG Code. Contains leading zeros.
outclaims	drgversion	DRG Version. CMS, MS, APR, AP, OTHER. Optional version of DRG code.
outclaims	revcode	Revenue code. Use leading zeros
outclaims	hcpcs	CPT-4/HCPCS procedure code
outclaims	modifier	Modifier Code
outclaims	modifier2	Second Modifier Code
outclaims	srcpos	Raw source place of service code
outclaims	pos	CMS standard place of service code
outclaims	srespecialty	Raw source specialty code
outclaims	specialty	Milliman standard specialty code
outclaims	encounterflag	Encounter flag. Y if service is capitated. N otherwise
outclaims	providerid	Provider identifier
outclaims	providerzip	Provider's zip code
outclaims	providercounty	Provider's FIPS county code
outclaims	medicareid	Medicare ID of the provider. Generally should be 6 characters.
outclaims	billtype	CMS standard bill type. Also known as Type of Bill
outclaims	admitsource	The site and licensure where the patient originated, and reason for admission.
outclaims	admittype	How patient's admission was arranged
outclaims	billed	Billed Amount
outclaims	allowed	Allowed Amount
outclaims	paid	Paid Amount
outclaims	cob	Coordination of benefits amount
outclaims	copay	Copay amount
outclaims	coinsurance	Coinsurance amount
outclaims	deductible	Deductible amount
outclaims	patientpay	Cost sharing amount. Sum of Copay, Coinsurance and Deductible.

outclaims	days	IP hospital days for the claim line
outclaims	units	Units of Service
outclaims	dischargestatus	CMS standard discharge status
outclaims	icdversion	ICD Version Code. '9' or '09' for ICD-9 and '0' or '10' for ICD-10
outclaims	admitdiag	Admission Diagnosis. Contains leading zeros, no decimal
outclaims	icddiag1	Primary ICD diagnosis code. Contains leading zeros, no decimal
outclaims	icddiag2	ICD diagnosis code 2, Contains leading zeros, no decimal
outclaims	icddiag3	ICD diagnosis code 3, Contains leading zeros, no decimal
outclaims	icddiag4	ICD diagnosis code 4, Contains leading zeros, no decimal
outclaims	icddiag5	ICD diagnosis code 5, Contains leading zeros, no decimal
outclaims	icddiag6	ICD diagnosis code 6, Contains leading zeros, no decimal
outclaims	icddiag7	ICD diagnosis code 7, Contains leading zeros, no decimal
outclaims	icddiag8	ICD diagnosis code 8, Contains leading zeros, no decimal
outclaims	icddiag9	ICD diagnosis code 9, Contains leading zeros, no decimal
outclaims	icddiag10	ICD diagnosis code 10, Contains leading zeros, no decimal
outclaims	icddiag11	ICD diagnosis code 11, Contains leading zeros, no decimal
outclaims	icddiag12	ICD diagnosis code 12, Contains leading zeros, no decimal
outclaims	icddiag13	ICD diagnosis code 13, Contains leading zeros, no decimal
outclaims	icddiag14	ICD diagnosis code 14, Contains leading zeros, no decimal
outclaims	icddiag15	ICD diagnosis code 15, Contains leading zeros, no decimal
outclaims	poa1	Primary present on admission code
outclaims	poa2	Present on admission code 2
outclaims	poa3	Present on admission code 3
outclaims	poa4	Present on admission code 4
outclaims	poa5	Present on admission code 5
outclaims	poa6	Present on admission code 6
outclaims	poa7	Present on admission code 7
outclaims	poa8	Present on admission code 8
outclaims	poa9	Present on admission code 9
outclaims	poa10	Present on admission code 10
outclaims	poa11	Present on admission code 11
outclaims	poa12	Present on admission code 12
outclaims	poa13	Present on admission code 13
outclaims	poa14	Present on admission code 14
outclaims	poa15	Present on admission code 15
outclaims	icdproc1	Primary ICD procedure code. Retain any leading zeros, no decimal
outclaims	icdproc2	ICD procedure code 2. Retain any leading zeros, no decimal
outclaims	icdproc3	ICD procedure code 3. Retain any leading zeros, no decimal
outclaims	icdproc4	ICD procedure code 4. Retain any leading zeros, no decimal
outclaims	icdproc5	ICD procedure code 5. Retain any leading zeros, no decimal
outclaims	icdproc6	ICD procedure code 6. Retain any leading zeros, no decimal
outclaims	icdproc7	ICD procedure code 7. Retain any leading zeros, no decimal
outclaims	icdproc8	ICD procedure code 8. Retain any leading zeros, no decimal
outclaims	icdproc9	ICD procedure code 9. Retain any leading zeros, no decimal
outclaims	icdproc10	ICD procedure code 10. Retain any leading zeros, no decimal
outclaims	icdproc11	ICD procedure code 11. Retain any leading zeros, no decimal

outclaims	icdproc12	ICD procedure code 12. Retain any leading zeros, no dec
outclaims	icdproc13	ICD procedure code 13. Retain any leading zeros, no dec
outclaims	icdproc14	ICD procedure code 14. Retain any leading zeros, no dec
outclaims	icdproc15	ICD procedure code 15. Retain any leading zeros, no dec
outclaims	riskpool	RiskPool e.g. Hospital, Physician or other risk pool, if ap
outclaims	oon	Out of network indicator. Y if OON claim. N otherwise.
outclaims	srllob	Source line of business. Used to assign summarized LOB
outclaims	lob	Line of business. Milliman standard, no limits on custom
outclaims	srcproduct	Source product. Used to assign summarized Product
outclaims	product	Name of the product. Milliman standard, no limits on cus
outclaims	groupid	Unique group identifier
outclaims	zip	Member Zip Code
outclaims	county	Member FIPS County Code
outclaims	memberstatus	Member status. Dual, ESRD, Hospice, etc
outclaims	userdefpop1	User Defined Population Variable 1
outclaims	userdefpop2	User Defined Population Variable 2
outclaims	userdefpop3	User Defined Population Variable 3
outclaims	userdefnum1	User Defined Numeric Variable 1
outclaims	userdefnum2	User Defined Numeric Variable 2
outclaims	userdefnum3	User Defined Numeric Variable 3
outclaims	caseadmitid	Identifier for Case or Admit
outclaims	facilitycaseid	Facility Case ID that ties together professional claim line visit
outclaims	prm_line	Service category code. For example, I11 for Inpatient Me
outclaims	had_elig	Did the member have eligibility at the beginning of this c
outclaims	prv_net_hier_1	Abbreviated network status for those providers in networ
outclaims	prm_util_type	Utilization Type
outclaims	prm_util	Utilization Count
outclaims	prm_costs	Costs chosen for the client. This could be allowed, billec
outclaims	prm_admits	Indicates an admission for an inpatient claim.
outclaims	prm_days	Count of days for the claim line for inpatient claims.
outclaims	prm_episode_group_code	Diagnosis-related episode group code
outclaims	prm_episode_group_name	Diagnosis-related episode group name
outclaims	prm_episode_sequencenumbe r	Unique episode identifier
outclaims	prm_episode_stage	Episode stage code. Identifies the disease stage associated
outclaims	prm_episode_stage_name	Disease stage associated with a claim
outclaims	prm_prv_id_tin	The billing provider's taxpayer identification number (TIN)
outpharmacy	sequencenumber	Sequence number in claims table. Primary key - must be
outpharmacy	claimid	Unique claim identifier
outpharmacy	contractid	Unique subscriber/contract identifier
outpharmacy	member_id	Unique member identifier
outpharmacy	prm_fromdate	First date of service
outpharmacy	paiddate	Paid Date
outpharmacy	ndc	NDC code
outpharmacy	encounterflag	Encounter flag. Y if service is capitated. N otherwise

outpharmacy	medicalcovered	Covered under Medical Plan indicator. Y if drug covered
outpharmacy	providerid	Provider identifier
outpharmacy	providerzip	Provider's zip code
outpharmacy	providercounty	Provider's FIPS county code
outpharmacy	mailorder	Mail order indicator. M for mail order, R for retail
outpharmacy	ingredientcost	Ingredient cost
outpharmacy	dispensingfee	Dispensing fee
outpharmacy	billed	Billed Amount
outpharmacy	allowed	Allowed Amount
outpharmacy	paid	Paid Amount
outpharmacy	cob	Coordination of benefits amount
outpharmacy	copay	Copay amount
outpharmacy	coinsurance	Coinsurance amount
outpharmacy	deductible	Deductible amount
outpharmacy	patientpay	Cost sharing amount. Sum of Copay, Coinsurance and Deductible
outpharmacy	units	Units of Service
outpharmacy	dayssupply	Days Supply. Values 0-999
outpharmacy	quantitydispensed	Number of Units, Grams, Milliliters, other. If compound, quantity is number of units
outpharmacy	riskpool	RiskPool e.g. Hospital, Physician or other risk pool, if applicable
outpharmacy	oon	Out of network indicator. Y if OON claim. N otherwise.
outpharmacy	srclob	Source line of business. Used to assign summarized LOB
outpharmacy	lob	Line of business. Milliman standard, no limits on custom
outpharmacy	srcproduct	Source product. Used to assign summarized Product
outpharmacy	product	Name of the product. Milliman standard, no limits on custom
outpharmacy	groupid	Unique group identifier
outpharmacy	zip	Member Zip Code
outpharmacy	county	Member FIPS County Code
outpharmacy	memberstatus	Member status. Dual, ESRD, Hospice, etc
outpharmacy	userdefpop1	User Defined Population Variable 1
outpharmacy	userdefpop2	User Defined Population Variable 2
outpharmacy	userdefpop3	User Defined Population Variable 3
outpharmacy	userdefnum1	User Defined Numeric Variable 1
outpharmacy	userdefnum2	User Defined Numeric Variable 2
outpharmacy	userdefnum3	User Defined Numeric Variable 3
outpharmacy	caseadmitid	Identifier for Case or Admit
outpharmacy	prm_line	Service category code. For example, I11 for Inpatient Medical
outpharmacy	had_elig	Did the member have eligibility at the beginning of this calendar year
outpharmacy	prv_net_hier_1	Abbreviated network status for those providers in network
outpharmacy	prm_util_type	Utilization Type
outpharmacy	prm_util	Utilization Count
outpharmacy	prm_costs	Costs chosen for the client. This could be allowed, billed or copay
outpharmacy	prm_episode_group_code	Diagnosis-related episode group code
outpharmacy	prm_episode_group_name	Diagnosis-related episode group name
outpharmacy	prm_episode_sequencenumber	Unique episode identifier
outpharmacy	prm_episode_timewindow	Number of months from episode start date to drug fill date

outpharmacy	prm_productname	Product name
outpharmacy	prm_generic_drug_name	Generic drug name
outpharmacy	prm_therapclass_code	AHFS 6-digit therapeutic class code
outpharmacy	prm_therapclass_desc	AHFS therapeutic class description
outpharmacy	prm_route	Route of administration
outpharmacy	prm_dosage	Dosage. Units may differ by drug and package
outpharmacy	prm_brand_generic	B for brand, G for generic
outpharmacy	prm_high_risk	Y if high risk medication, N otherwise
providers	prv_id	Primary provider ID
providers	prv_id_name	Type of primary provider ID
providers	prv_id_alt	Alternate provider ID
providers	prv_id_alt_name	Type of alternate provider ID
providers	prv_id_npi	National provider identifier
providers	prv_name	Provider name
providers	prv_taxonomy_cd	Primary taxonomy code
providers	prv_specialty	CMS specialty code
providers	prv_type	Entity type (i.e. Physician, Organization)
providers	prv_addr_line_1	Address line 1
providers	prv_addr_line_2	Address line 2
providers	prv_addr_state	State abbreviation
providers	prv_addr_zip	5-digit ZIP code
providers	prv_addr_fips	Federal Information Processing Standards (State County
providers	prv_addr_city_st_zip	City, state, and 5-digit ZIP code
providers	prv_hier_1	Primary physician organization
providers	prv_hier_2	Secondary physician organization
providers	prv_net_hier_1	Abbreviated network status for those providers in network
providers	prv_net_aco_yn	Indicates provider's involvement in ACO assignment. Y indicates involvement, N does not.
ref_prm_line	prm_line	Service category code. For example, I11 for Inpatient Medical Care
ref_prm_line	prm_line_desc	Detailed Service Category Description
ref_prm_line	prm_line_category	Aggregate Service Category Description

SCHEDULE E
FEES FOR MILLIMAN SERVICES

Implementation Fees – One time fees per Premier Customer DataFeed

CCLF Feeds for existing Premier Customers as of July 1, 2017	\$0
CCLF Feeds – CMS Files Only	\$5,000
CCLF Feeds – CMS Files with custom Premier Customer files*	\$10,000
All other Data feeds	\$32,750

*This fee is for CCLF customers who purchase enhanced DataMarts only and want custom tagging of claims with provider IDs, regions etc. This implementation fee adds \$5000 to the CMS files only implementation fee. For CCLF feed clients that purchase Enhanced ACO Insight, CCR or PRCA, this additional \$5000 implementation fee is waived

Base Processing Fees – Recurring fees for all Premier Customer DataFeeds

	Yearly Costs for Quarterly Updates		Yearly Costs for Monthly Updates	
	Base	PMPY for lives over 25,000	Base	PMPY for lives over 25,000
CCLF Feeds	\$15,000	\$0	\$18,000	\$0
All other Data Feeds	\$30,000	\$0.27	\$33,000	\$0.40

Ongoing Service Fee per DataFeed for DataMart deliveries to Premier – Recurring fees for all Premier Customers for which Premier receives DataMart deliveries from Milliman

	Yearly Costs for Quarterly Updates		Yearly Costs for Monthly Updates	
	Base	PMPY for lives over 25,000	Base	PMPY for lives over 25,000
All Data Feeds	\$6,750	\$0	\$8,100	\$0

Ongoing Service Fee per DataFeed for DataMart enhancements – Recurring fees for all Premier Customers for which Premier receives DataMart deliveries from Milliman with the associated enhancements

	Yearly Costs for Quarterly Updates		Yearly Costs for Monthly Updates		Costs waived if also purchase the following product for the associated data feed
	Base	PMPY for lives over 25,000 (excluded for CCLF Feeds)	Base	PMPY for lives over 25,000 (excluded for CCLF Feeds)	
HCC Risk Scores	\$1,000	\$0.04	\$1,200	\$0.05	ACO Insight - Enhanced
HCG Benchmarks	\$4,000	\$0.05	\$4,800	\$0.07	ACO Insight - Enhanced
PAC/ Grouping/Benchmarks	\$2,000	\$0.04	\$2,400	\$0.05	ACO Insight - Enhanced
Key Claims Metrics	\$2,000	\$0.04	\$2,400	\$0.05	ACO Insight - Enhanced
Waste Calculator	\$6,000	\$0.05	\$7,200	\$0.07	ACO Insight - Enhanced
CCHGs	\$4,000	\$0.05	\$4,800	\$0.07	ACO Insight - Enhanced
PRM Opportunity Prospective Scores	\$10,000	\$0.18	\$12,000	\$0.25	PRM Care Coordinator Report (CCR)
PRM Conditions to Consider	\$5,000	\$0.07	\$6,000	\$0.10	PRM Care Coordinator Report (CCR)
PRM Medicare ACO Analytics (CCLF Feeds only)	\$5,000	N/A	\$6,000	N/A	PRM Care Coordinator Report (CCR)

Ongoing Product Fees per DataFeed – Recurring fees for all Premier Customers that receive the associated product

	Yearly Costs for Quarterly Updates		Yearly Costs for Monthly Updates	
	Base	PMPY for lives over 25,000 (excluded for CCLF Feeds)	Base	PMPY for lives over 25,000 (excluded for CCLF Feeds)
ACO Insight - Basic	\$8,500	\$0.00	\$10,200	\$0.00
ACO Insight - Enhanced	\$33,000	\$0.28	\$39,600	\$0.40
PRM Care Coordinator Report (CCR)	\$35,000	\$0.29	\$42,000	\$0.42
PRM Physician Risk and Credibility Adjusted Report (PRCA)	\$28,000	\$0.18	\$33,600	\$0.25

Multi-Product Discounts – Discounts that apply if a Premier Customer receives multiple products for the same data feed

Multi-Product Discounts (Per Data Feed)	% Discount
Most Expensive Product	0%
2nd Most Expensive Product	30%
3rd Most Expensive Product	45%

Multi-DataFeed Discounts – Discounts that apply if a single Premier Customer has multiple DataFeeds. These discounts apply to all recurring costs for services and products for the associated data feed.

DataFeed Discounts	% Discount
Most Expensive DataFeed	0%
2nd most expensive DataFeed	45%
3rd most expensive DataFeed and more	50%

Existing Collaborative Member Discounts – Discounts that apply to Premier Customers that were already part of the Premier Collaborative as of July 1st, 2017. These apply only to CCLF DataFeeds and only for Services and Products delivered Quarterly.

Year	% Discount
2018	15.0%
2019	15.0%
2020	15.0%

As stated in section 9.4, prices may increase annually by no more than 1.25%. The first increase can be on January 1st, 2019 and then may occur every January 1st thereafter.

For pricing purposes, the number of lives will be determined only once annually, with the first time being at the beginning of each Premier Customer contract.

The following table presents pricing results for a series of sample scenarios. These scenarios are not intended to be exhaustive. These results are representative of a Premier Customer that purchases Milliman Services and Milliman Products with the Fee as of the Effective Date of this SOW.

Scenario Description	Milliman Services and Products Required	Total Premier Cost Assumes 3YR Contract	AAV To Support Customer (COS)
End Customer subscribes to population health collaborative and wants to add PCE & CPM with Claims data enhanced. Has 1 ACO with 50,000 lives. Monthly frequency.	<ul style="list-style-type: none"> • 1 x ACO Insights Basic (Monthly upgrade from Quarterly, 50k lives) • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) 	\$141,300	\$47,100
New End Customer wants PCE & CPM with Claims data enhanced. Has 1 ACO with 50,000 lives. Monthly frequency.	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) 	\$115,700	\$38,567
New End Customer wants PCE & CPM with Claims data enhanced. Has 3 ACOs, 1 ACO with 50,000 lives, 1 ACO with 25,000 lives, and 1 ACO with 67,000 lives. Monthly frequency.	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) • 1 x CCLF Enhanced Data Mart (Monthly, 25k lives) • 1 x CCLF Enhanced Data Mart (Monthly, 67k lives) 	\$241,935	\$80,645
New End Customer wants CPM with Claims data enhanced and ACO Insight Enhanced. Has 1 ACOs, with 50,000 lives. Monthly frequency.	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) • 1 x ACO ACO Insight - Enhanced (Monthly, 50k lives) 	\$202,100	\$67,367
End Customer subscribes to population health collaborative and wants to add PCE & CPM with Claims data enhanced. Has 1 ACO with 25,000 lives. Has BCBS and Aetna Commercial payers with 75,000 lives each. Monthly frequency. Assuming Milliman has already obtained commercial payer data set.	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) • 1 x Non CCLF Enhanced DataMarts (Monthly, 75k lives) • 1 x Non CCLF Enhanced DataMarts (Monthly, 75k lives) • 3 x ACO Insights Basic (Quarterly) 	\$558,610	\$186,203
End Customer subscribes to population health collaborative and wants to add PCE. Has 1 ACO 50,000 lives. 1 ACO 11,000 lives. Has BCBS and Aetna Commercial payers with 100,000 lives. Monthly frequency. Assuming Milliman has already obtained commercial payer data set.	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 50k lives) • 1 x CCLF Enhanced Data Mart (Monthly, 11k lives) • 1 x Non CCLF Enhanced DataMarts (Monthly, 100k lives) • 1 x Non CCLF Enhanced DataMarts (Monthly, 100k lives) • 4 x ACO Insights Basic (Quarterly) 	\$698,785	\$232,928
New End Customer wants ACO Insights Enhanced, PCE and CPM, PRM Suite. Has 1 ACO of 20k lives. Has Aetna and Cigna commercial payers with 50k lives. Assuming Milliman has already obtained commercial payer data set	<ul style="list-style-type: none"> • 1 x CCLF Enhanced Data Mart (Monthly, 20k lives) • 4 x ACO ACO Insight - Enhanced (Monthly, 20k lives) • 4 x PRM Care Coordinator Report (CCR) • 4 x PRM Physician Risk and Credibility Adjusted Report (PRCA) • 1 x Non CCLF Enhanced DataMarts (Monthly, 50k lives) • 1 x Non CCLF Enhanced DataMarts (Monthly, 50k lives) 	\$894,878	\$298,293

New End Customer wants ACO Insights Basic and wants to add PCE with claims data mart enhanced. 1 ACO 75,000 lives.	<ul style="list-style-type: none"> • 1 x ACO ACO Insight - Basic (Monthly, 75k lives) • 1 x CCLF Enhanced Data Mart (Monthly, 75k lives) 	\$146,300	\$48,767
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SCHEDULE F
CUSTOMER CONTRACT & ORDER FORM

For each Premier customer interested in purchasing Milliman services/products, the following steps will be followed to execute a purchase agreement between Milliman and Premier:

- A purchase sheet (Exhibit A) will be completed by Premier
- Within 2 business days of receiving a completed purchase sheet from Premier, Milliman will return a cost estimate
- Premier will sign the purchase sheet, agreeing to the services/products and price and return to Milliman
- Milliman will return a counter signed copy within 2 business days

Exhibit A: Purchase Sheet

Client Name					
Primary Client Contact (s)		Data Feed #1	Data Feed #2	Data Feed #3	Data Feed #4
Anticipated start date of Milliman Services					
Expected # Contract Years					
Is this a CCLF DataFeed? (Y/N)					
	Participating in Premier Collaborative as of 7/1/2017? (Y/N)				
	Will this include non-CMS Files (e.g Provider IDs, regions etc.)? (Y/N)				
Initial Estimate of Lives					
Processing Frequency? (Quarterly/Monthly)					
Delivering Basic DataMart to Premier? (Y/N)					
	Including HCC Risk Scores? (Y/N)				
	Including HCG Benchmarks? (Y/N)				
	Including PAC? (Y/N)				
	Including Grouping/Benchmarks? (Y/N)				
	Including Key Claims Metrics? (Y/N)				
	Including Waste Calculator? (Y/N)				
	Including CCHGs? (Y/N)				
	Including PRM Opportunity Prospective Scores? (Y/N)				
	Including PRM Conditions to Consider? (Y/N)				
	Including PRM Medicare ACO Analytics (CCLF Feeds only)? (Y/N)				
Delivering the following Milliman Products to Premier Customer?					
	ACO Insight - Basic? (Y/N)				
	ACO Insight - Enhanced? (Y/N)				
	PRM Care Coordinator Report (CCR)? (Y/N)				
	PRM Physician Risk and Credibility Adjusted Report (PRCA)? (Y/N)				

Estimated Price for Data Feed #1: _____

Estimated Price for Data Feed #2: _____

Estimated Price for Data Feed #3: _____

Estimated Price for Data Feed #4: _____

This purchase sheet agreement will be subject to the terms and conditions of the Statement of Work for Milliman ACO Insight/DataMart Services dated _____ which is subject to the terms and conditions of the Consulting Service Agreement dated March 24, 2015.

We require a signed copy of this purchase sheet to proceed.

MILLIMAN, INC.

By: _____
Name: _____
Title: _____
Date: _____

PREMIER HEALTHCARE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____

Performance Suite™ Solutions Subscription Agreement

This Performance Suite™ Solutions Subscription Agreement (this "Agreement") is made and entered into as of **MSA Effective DATE** hereto by and between **Premier Healthcare Solutions, Inc.**, a Delaware corporation formerly known as Premier, Inc. ("Premier") and **ACCOUNT NAME** ("Customer"). In consideration of the mutual promises contained herein, Premier and Customer agree as follows:

1. Subscription to Performance Suite Solution(s).

(a) **Solutions(s).** Premier may, directly or through an Affiliate, from time to time, offer one or more Performance Suite Solution(s) and other products and services to Customer (collectively, the "**Solution(s)**"), as more particularly described in one or more exhibits corresponding to the Solution(s) (the "**Solution Exhibit(s)**"). Customer's subscription to the Solution(s) shall be subject to (i) this Agreement, (ii) the Solution Exhibit(s), (iii) the Business Associate Addendum attached to or provided with this Agreement (the "**Business Associate Addendum**"), and (iv) all other documents referenced in or attached to this Agreement, the Solution Exhibit(s), or the Business Associate Addendum (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. The term Affiliate with reference to Premier includes Premier Healthcare Alliance, L.P.

(b) **User Documentation.** To properly access, use or enjoy the benefits of certain Solution(s), Customer 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 with the Solution(s) and is incorporated herein by this reference.

(c) **Third-Party Products.** Certain Solution(s) may include third-party products or services (the "**Third-Party Products**"). To use the Third-Party Products or the Solution(s) containing a Third-Party Product, Customer must (i) comply with the terms or agreement applicable to the Third-Party Products (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 Customer's right to use such Third-Party Product shall also terminate. If there is a conflict between the terms of this Agreement and a Third-Party Agreement, then the terms of the Third-Party Agreement shall govern with respect to the Third-Party Product.

(d) **New Functionalities.** Premier may incorporate or implement New Functionalities in the Solution(s), and when so incorporated or implemented shall constitute a part of the "Solution(s)." Customer may have access to and use the New Functionalities so long as it pays Premier the fees that Premier charges to other customers for the New Functionalities. "**New Functionalities**" 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).

2. Fees and Taxes.

(a) **Fees.** Customer shall pay Premier the fees for the Solution(s) subscribed by Customer as set forth in the corresponding Solution Exhibit(s) and all other fees under this Agreement. Customer will also reimburse Premier for its reasonable out-of-pocket travel and other business-related expenses incurred by Premier in providing services to Customer under this Agreement.

Premier will issue invoices for all fees and expenses payable by Customer under this Agreement, which shall be paid by Customer within thirty (30) days after its receipt of the invoice. If Customer fails to timely pay any invoice, then Premier may charge Customer, and Customer 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 Customer relies on any exemption from the payment of taxes, Customer shall be solely responsible for establishing such tax exemption and furnish necessary supporting documentation upon execution of this agreement and/or as reasonably possible after exemptions become valid and enforceable. Customer shall be solely responsible for paying all taxes assessed or imposed by reason of this Agreement, other than taxes based on Premier's income.

3. Term and Termination.

(a) **Term.** Subject to earlier termination pursuant to Section 3(b), this Agreement shall commence upon execution by the parties and terminate on the expiration or termination of the last Solution Exhibit.

(b) Termination.

(i) Either party (who is not the breaching party) may terminate any particular Solution Exhibit and the corresponding Solution if the other party breaches such Solution Exhibit and fails to cure such breach within thirty (30) days of receiving notice of the breach. Either party may also terminate any particular Solution Exhibit and the corresponding Solution pursuant to the termination terms, if any, of such Solution Exhibit.

(ii) Premier may terminate any particular Solution Exhibit and the corresponding Solution with notice to Customer if Customer fails to timely pay the fees and expenses set forth in such Solution Exhibit, unless Customer 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 such Solution Exhibit with notice to Customer.

(iii) Either party (who is not the breaching party) may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach. The parties agree that a material breach of this Agreement shall include any breaches of Section 2, 4, 5, 6, 7, 9, or 10 of this Agreement.

(iv) The non-affected party may terminate this 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 Addendum 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 Addendum is effective. In the event that the Business Associate Addendum 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 Addendum 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 Addendum or this Agreement, shall be governed by the terms of the Business Associate Addendum. "**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 this 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 this Agreement. Termination of this 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 this Agreement shall not relieve Customer of liability for payment of sums due or to become due to Premier under this Agreement.

(d) **Survival.** The defined terms in this Agreement (to the extent applicable) and Sections 2 (with respect to any unpaid amounts), 4, 5, 6, 7, 8, 10 and 11 shall survive the termination of this Agreement and remain enforceable in accordance with their terms.

4. Ownership and Licensed Rights.

(a) **Ownership of Customer Data.** As between the parties, Customer has been and shall continue to be the sole and exclusive owner of all proprietary Customer data, including Protected Health Information, as provided by or on behalf of Customer to Premier ("**Customer 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 Customer 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 Customer pursuant to this Agreement or the Solution Exhibit(s) (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 Customer 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, 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 Customer a nonexclusive, nontransferable and nonsublicensable right and license to use the Content and Deliverables associated with Solution(s) subscribed by Customer, subject to the terms and conditions of this Agreement, including the Solution Exhibit(s) corresponding to such Solution(s). The right and license granted to

Customer pursuant to this Section 4(c) shall automatically terminate if Premier terminates this Agreement or such Solution Exhibit(s) pursuant to Section 3(b).

(d) **License to Premier.** Customer 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 Customer Data for all purposes, commercial or otherwise, 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; (ii) to perform Premier's obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by Premier or any of its Affiliates for Customer, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) to de-identify the Protected Health Information in accordance with a methodology set forth under HIPAA to create de-identified information (the "**De-Identified Information**"); provided, however, to the extent any Customer Data constitutes Protected Health Information, the license and right granted pursuant to this Section 4(d) with respect to such Protected Health Information shall be subject to the terms and conditions of the Business Associate Addendum and applicable laws. Premier's disclosure of Customer's name to third parties will be subject to Section 6 and 11(a). Customer represents and warrants that it has the right to provide Customer Data and grant the licenses provided in this Section 4(d).

(e) **De-Identified Information.** Customer acknowledges and agrees that De-Identified Information has been and will be created by Premier, and constitutes derivative works or improvements created by Premier, and, as such, constitutes Premier Property. To the extent Customer has any right, title or interest in or to any De-Identified Information, Customer hereby assigns, and agrees to assign, all rights, title and interests, including all intellectual property and proprietary rights, in and to such De-Identified Information (other than Customer Data) to Premier. To the extent that any De-Identified Information does not constitute Premier Property or cannot be so assigned to Premier, Customer hereby grants 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 De-Identified Information for all purposes, including commercial purposes and other purposes.

5. Certain Customer Responsibilities.

(a) Customer may use Solution(s) subscribed by Customer only during the term of the corresponding Solution Exhibit(s). 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 Customer shall be solely for Customer's internal business purposes and shall comply with this Agreement and applicable laws. In no event may Customer use any Solution, Content, Deliverable or Derivative Works for any illegal, improper or unauthorized purpose.

(b) Customer 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 this Agreement. Customer may disclose Content, Deliverables and Derivative Works to the extent required by (i) regulatory or governmental reporting or investigation requirements with authority over Customer, (ii) accreditation organizations to which Customer is subject, and (iii) third-party payors pursuant to written contractual requirements for payment to Customer; provided that Customer (A) use commercially reasonable efforts to obtain confidentiality protections and

prohibitions on any unauthorized or improper use or disclosure of any such Content, Deliverable or Derivative Works, (B) obtain written contractual commitments by any third-party payors to comply with confidentiality protections and prohibitions on any unauthorized or improper use or disclosure of any Content, Deliverable or Derivative Works, and (C) provide Premier with prior notice thereof, which notice shall include the identity of the recipient, the reasons for disclosure, and the Content, Deliverable and Derivative Works proposed to be disclosed. 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) Customer 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) Customer shall not alter Premier's copyright or other proprietary notices on or with respect to any Solution(s), Content or Deliverable.

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

(f) Customer 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. Customer 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. Customer 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 Customer's requirements or to create customized Content or Deliverables, unless specifically set forth in the Solution Exhibit(s) corresponding to such Solution(s). If Customer 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 Customer.

(h) With respect to any services that Premier provides Customer under and during the term of this Agreement, Customer 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 Customer'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 this Agreement, Customer shall use its best efforts to ensure that all Customer Data and other information submitted by or on behalf of Customer to Premier is accurate and complete.

6. Confidentiality Obligations.

(a) In connection with the performance of this 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 this Agreement, during and after the term of this 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 this Agreement, including the Solution Exhibit(s); (ii) any written information that is clearly identified or marked as confidential; (iii) Customer Data, with the exception of Customer Data that constitutes Protected Health Information, which shall be governed by Section 7(a) and the Business Associate Addendum, (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 Customer Data constitutes Confidential Information, it shall be deemed Confidential Information of Customer.

(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, Customer acknowledges and agrees that Premier shall have the right (and in certain cases, be required) to disclose the name(s) of Customer (and its Affiliates and participants) to third parties with respect to certain Solution(s), including (i) as set forth in the corresponding Solution Exhibit(s) 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 Customer'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 Addendum. In addition, in the event that Premier wishes to conduct research on its own behalf or on behalf of a third party that would involve the use of Protected Health Information (other than a use limited to the creation of De-Identified Information) or a disclosure of Protected Health Information, Customer agrees that Premier may contact Customer to request Customer's participation in the study and to work with Customer to comply with all applicable requirements. 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 Addendum relating to

Protected Health Information, the terms of the Business Associate Addendum 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 this Agreement for a period of four years from the completion of all services provided under this Agreement.

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

(a) Limited Warranty. With respect to the Solution(s) subscribed by Customer, Premier warrants to Customer only that, during the term of the corresponding Solution Exhibit(s), that such Solution(s) will conform in all material respects with the terms of this Agreement and the descriptions set forth in the corresponding Solution Exhibit(s). This warranty shall automatically expire or terminate upon the expiration or termination of this Agreement or such Solution Exhibit(s), 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, Customer'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 Customer the fees paid by Customer 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) Customer's failure to comply with this Agreement, (ii) Customer's acts or omissions, (iii) Customer's modification of the Solution(s) or any part thereof, (iv) Customer's combination of the Solution(s) or any part thereof with any hardware or software of Customer 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 THIS AGREEMENT OR ANY OTHER TRANSACTIONAL AGREEMENTS. ADDITIONALLY, PREMIER'S TOTAL LIABILITY TO CUSTOMER 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 SUBSCRIPTION FEES PAID TO PREMIER FOR THE MOST RECENT ANNUAL PERIOD WITH RESPECT TO SUCH SOLUTION.

(d) Non-Premier Data. Certain Solution(s) may allow Customer 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"). Customer 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 Customer for any inaccuracies of any Non-Premier Data, and (iv) Customer 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-PREMIEER DATA, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED BY PREMIER AND WAIVED BY CUSTOMER.

9. Indemnification.

(a) Indemnification by Premier. If a third-party (who is not an Affiliate of Customer) claims that Customer'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, Customer must promptly notify Premier in writing of such claim. If so notified, Premier will, at its reasonable cost, defend Customer against such claim if Customer reasonably cooperates, at Premier's expense, with Premier and allows Premier to control the defense and all related settlement, and then Premier will indemnify Customer from and against any damages finally awarded for such infringement. If an injunction is sought or obtained against Customer'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 Customer 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 Solution Exhibit(s) and the corresponding Solution(s) giving rise to such third-party infringement claim, in which case Premier will provide Customer a pro rata refund of pre-paid fees for the then-current term based on the time period during which Customer 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) Customer's failure to comply with any term or condition under this Agreement, including the applicable Solution Exhibit(s), (B) Customer's acts or omissions, (C) Customer's modification of the Solution(s) or any part thereof, or (D) Customer'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 Customer'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 Customer 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 Customer in writing of such claim. If so notified, Customer will, at its reasonable cost, defend Premier against such claim if Premier reasonably cooperates with Customer, at Customer's expense, and allows Customer to control the defense and all related settlement, and then Customer 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 applicable Solution Exhibit(s) and corresponding Solution(s) or part thereof giving rise to such claim or to terminate this Agreement; without liability to Customer.

10. Nonsolicitation of Employees. Each party agrees not to induce, hire, or directly or indirectly solicit or employ, any employee or independent contractor of the other party with whom it has had direct contact during the term of this Agreement. Such restriction shall continue during the term of this Agreement and for a period of twelve (12) months after the date this Agreement terminates. The foregoing restriction shall not apply to (i) any employee or independent contractor who has ceased to be employed by, or affiliated as a contractor with, a party hereto for a period of at least

three (3) months, nor (ii) any solicitation or hiring consisting of or resulting from advertising in a newspaper of general circulation or through the Internet. If this Section 10 is breached, then the party in breach shall pay the non-breaching party an amount equal to six (6) times the hired employee's or independent contractor's most recent monthly compensation rate as reasonable liquidated damages the non-breaching party would incur as a result of such breach.

11. Miscellaneous.

(a) Publicity.

(i) Premier may issue a press release within thirty (30) days after execution of each Solution Exhibit announcing that Customer has subscribed to the corresponding Solution. Premier may also issue a press release regarding Customer's experience deploying each Solution within twelve (12) months after execution of the corresponding Solution Exhibit. Customer agrees to provide an executive who will be available to speak to the press "on the record" for six (6) months, starting from the issuance of each press release, to validate facts in the press release and describe the benefits Customer expects to receive or has received from its use of the applicable Solution(s). Customer will use reasonable efforts to speak with reporters in the time frames requested. Premier agrees not to release a press release using Customer's name without first getting Customer's prior approval, which approval will not be unreasonably withheld or delayed.

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

(iii) Premier may prepare and distribute a case study describing Customer's experience with each and every Solutions with Customer's prior approval, which approval will not be unreasonably withheld or delayed.

(iv) If requested by Premier, Customer agrees to complete a project survey regarding each Solution subscribed by Customer. Premier may share the contents of the project survey with Premier customers and prospects.

(v) Customer agrees to participate in an in-person or Web seminar describing its experience deploying each Solution subscribed by Customer within twelve (12) months after Customer's execution of the corresponding Solution Exhibit.

(vi) Neither Customer 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 this Agreement or related to the transactions contemplated hereby, without the prior written consent (which may be electronic mail) of Premier. Notwithstanding the foregoing provision, Customer 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, Customer 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 Customer nor Premier shall assign (or sublicense), whether voluntarily or by operation of law, any of its rights or delegate any of

its obligations under this Agreement to any person or entity without the prior written consent of the other party; provided, however, Premier may use third-parties in connection with any services provided to Customer. Subject to the limitations on assignment set forth above, this 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) Capacity. All signatories to this Agreement warrant and represent that they have capacity and authority to execute this Agreement, and to bind their respective principals in the capacities set forth below.

(d) Severability. If any provision contained in this Agreement is held to be unenforceable by an arbitrator or by a court of law or equity, this 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 this Agreement.

(e) Force Majeure. Any delays in or failure of performance of either party shall not constitute a default under this 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, 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 11(e) shall not excuse Customer from making any payments required under this Agreement.

(f) 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.

(g) Remedies. Subject to the limitations set forth in Section 8, each party acknowledges that a violation of Sections 3(c), 5, 6, 7 and 11(a) of this 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 this 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.

(h) Notices. All notices, payments, consents, waivers and other communications required or permitted by this 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, Inc.
13034 Ballantyne Corporate Place
Charlotte, NC 28277
Fax: 704-816-5652
Attn: [Angela Lanning](#)

To Customer: _____

Fax: _____
Attn: _____

(i) Entire Agreement. This Agreement and the other Transactional Agreements constitute the entire and integrated

agreement between Premier and Customer with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded. No modification to this Agreement or any other Transactional Agreement shall be binding on either party unless it is in writing and signed by both Premier and Customer, and which writing specifically references this Agreement and the other Transactional Agreements, as applicable.

(j) Conflicts. In the event of a conflict between the terms of the Solution Exhibit corresponding to the Solution subscribed by Customer and the terms of this Agreement, the Solution Exhibit shall control. In the event of a conflict between the terms of the Business Associate Addendum and the terms of this Agreement concerning Protected Health Information, the Business Associate Addendum shall control.

(k) Governing Law. This 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.

(l) 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 this Agreement shall be construed as authorizing either party to act as an agent for the other party.

(m) Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this 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 this 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 this 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 this Agreement. Use of the word "Agreement" in this Section 11 and Section 5 means to include the other Transactional Agreements, as applicable.

(n) 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 this Agreement.

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

(p) Counterparts. This 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.

IN WITNESS WHEREOF, Premier and Customer have each caused this Agreement to be executed by its duly authorized representatives as of the date set forth below.

**ACCOUNT NAME
CITY, STATE**

By: _____
Name: _____
Title: _____
Date: _____

Premier Healthcare Solutions, Inc.
Charlotte, North Carolina

By: _____
Name: Angela C. Lanning
Title: Vice President Integrated Service Center
Date: _____



Customer: ACCOUNT NAME
Contract Number:

This Solution Exhibit, effective as of **EFFECTIVE DATE** (the "Effective Date"), is being entered into by and between Premier Healthcare Solutions, Inc., a Delaware corporation ("Premier") and **ACCOUNT NAME** ("Customer") pursuant to and subject to the **MSA NAME** (the "Agreement") entered into by the parties as of **MSA EFFECTIVE DATE**. Capitalized terms used, but not defined, herein shall have the same meanings set forth in the Agreement.

Billing Information

Billing Contact Name:		PO Required:	
Billing Email Address:		PO Number:	
Billing Address:		Travel Receipts Required:	
Billing Frequency:		Payment Terms:	

Solutions and Terms

This Solution Exhibit contains the specific terms and conditions applicable for Solution(s) identified below:

Solution(s) (Subscription)	Contract Start Date	Contract End Date	Term (years)

Solution(s) (One-Time)	Contract Start Date

NOTES:

- The (Subscription) Solution(s) shall begin on the Contract Start Date and continue until the Contract End Date (the "Term"). After the Contract End Date, Customer's subscription shall automatically renew for successive one-year terms (each a "Renewal Term") unless either party delivers written notice of non-renewal to the other party no fewer than 90 days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. Customer shall pay an Annual Subscription Fee during the Renewal Term equal to Premier's then current list annual subscription fee in effect at the beginning of such Renewal term.
- The (One-Time) Solution Service(s) indicated shall commence on the Contract Start Date and end **XXXX** months later or upon completion of the Service.



Customer: ACCOUNT NAME
Contract Number:

Fees

Solution/Service	Y1 Date Range	Y2 Date Range	Y3 Date Range	Y4 Date Range	Y5 Date Range
YEARLY TOTALS					

NOTES:

- Customer will reimburse Premier for all travel expenses directly related to this engagement including but not limited to airfare, ground transportation, parking, mileage, lodging, meals, research, database related fees, and all related taxes and fees.
- Upon anniversary date, the Customer's Annual Subscription Fee will increase by ____%..

Authorized Users

Only Authorized Users are permitted to access and use Solution(s). The term "Authorized User" means the employees of the following Customer hospitals:

Entity Code	Customer Account Name	City, State	MPN

Solution Specific Terms

See Attachment One – Solution Specific Terms

IN WITNESS WHEREOF, the Parties have executed this Solution Exhibit individually or by signature of their duly authorized representatives as of the date first written above.

ACCOUNT NAME
ACCOUNT CITY, ACCOUNT STATE

Premier Healthcare Solutions, Inc.
Charlotte, North Carolina

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT ONE – SOLUTION SPECIFIC TERMS

The parties understand and acknowledge that the Solution incorporates certain output from ACO Insight – Basic, ACO Insight – Enhanced, Predictive Analytics/Care Coordinator Report and Physician Risk and Credibility Adjusted Report (“Milliman Products”) owned by Milliman, Inc. (“Milliman”) and used under license by Premier. The following provisions are required provisions passed through from the Milliman’s license with Premier and shall apply with full force and effect to the Agreement. Where any provision of the Agreement conflicts with a provision of this Attachment, the terms of this Pass-through Attachment shall control.

1. Customer shall maintain the confidentiality of the Milliman Products to which Customer may have access. Customer shall not disclose, permit to be disclosed, or otherwise resell or transfer, with or without consideration, all or any portion of the Milliman Products or any data output from the Milliman Products that contains tags or codes obtained from the Milliman Products to any third party, except that Customer may disclose the Milliman Products to its consultants or agents for the purpose of assisting or advising Customer. Prior to the release of any Milliman Products to Customer's consultant or agent, such person or entity shall execute a nondisclosure agreement, in a form consistent with the language contained herein, which will prohibit such consultant or agent from using such Milliman Products (other than to assist or advise Customer) and from disclosing such information to any third party. Such nondisclosure agreement must provide that Milliman is a third party beneficiary of the rights there under.
2. Customer shall not refer to the Milliman Products in any communication with third parties. In particular, without limiting the forgoing, Customer shall not refer to the Milliman Products as the basis or source of decisions related to management of an individual patient. Customer shall not refer to the Milliman Products in any promotional material.
3. Customer may disclose the Milliman Products or output only to the extent required by law, and in such case only after prompt written notice to Milliman and Premier allowing each the opportunity to interpose all objections to the proposed disclosure.
4. Customer shall not reverse engineer, disassemble or decompile the Milliman Products. Customer shall not duplicate the Milliman Products, except for backup purposes. All notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back up or archival copies made.
5. At the termination of the Customer License, Customer shall discontinue all access and use of the Milliman Products.
6. Milliman disclaims all warranties of any kind relating to the Milliman Products, other than that the Milliman Products will perform in accordance with the Customer documentation for such Milliman Products
7. Section 8 of the Solutions Subscription Agreement between Premier and Customer shall apply to Customer’s use of the Milliman Products.



Customer: [ACCOUNT NAME](#)
Contract Number:

SCHEDULE G

Milliman Competitors

IBM Watson
Optum
MedeAnalytics
Vescend
Health Catalyst
3M
DST
Evolent