**Fill in this information to identify the case:**

Debtor 1    Curae Health Inc.

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court    **MIDDLE DISTRICT OF TENNESSEE**

Case number: **18–05665**

FILED

**U.S. Bankruptcy Court**
**MIDDLE DISTRICT OF TENNESSEE**

1/17/2019

**MATTHEW T. LOUGHNEY, Clerk**

Official Form 410
# Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

| Part 1: | Identify the Claim |
| --- | --- |

**1. Who is the current creditor?**

Global Healthcare Exchange, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor    GHX

**2. Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom?

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| --- | --- |
| Global Healthcare Exchange, LLC | |
| Name | Name |
| 1315 Century Drive, Suite 100 Louisville, CO 80027 | |
| Contact phone   720–887–7000 | Contact phone |
| Contact email   kschmidke@ghx.com | Contact email |

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

**4. Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known)     Filed on

MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing?

Official Form 410        Proof of Claim        page 1

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

| 6. | Do you have any number you use to identify the debtor? | ☐ No<br>☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:      A–42 |
|---|---|---|

| 7. | How much is the claim? | $    17126.58 | **Does this amount include interest or other charges?**<br>☑ No<br>☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). |
|---|---|---|---|

| 8. | What is the basis of the claim? | Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).<br><br>Limit disclosing information that is entitled to privacy, such as healthcare information.<br><br>Services delivered |
|---|---|---|

| 9. | Is all or part of the claim secured? | ☑ No<br>☐ Yes. The claim is secured by a lien on property.<br>    **Nature of property:**<br>    ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410–A) with this *Proof of Claim*.<br>    ☐ Motor vehicle<br>    ☐ Other. Describe:<br><br>    **Basis for perfection:**<br><br>    Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)<br><br>    **Value of property:** $<br>    **Amount of the claim that is secured:** $<br>    **Amount of the claim that is unsecured:** $     (The sum of the secured and unsecured amounts should match the amount in line 7.)<br><br>    **Amount necessary to cure any default as of the date of the petition:** $<br><br>    **Annual Interest Rate** (when case was filed)     %<br>    ☐ Fixed<br>    ☐ Variable |
|---|---|---|

| 10. | Is this claim based on a lease? | ☑ No<br>☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $ |
|---|---|---|

| 11. | Is this claim subject to a right of setoff? | ☑ No<br>☐ Yes. Identify the property: |
|---|---|---|

| 12. | Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? | ☑ No<br>☐ Yes. *Check all that apply*: | Amount entitled to priority |
|---|---|---|---|

| | |
|---|---|
| A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. | ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $ _____<br><br>☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $ _____<br><br>☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $ _____<br><br>☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $ _____<br><br>☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $ _____<br><br>☐ Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies $ _____<br><br>* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment. |

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date    1/17/2019
                    MM / DD / YYYY

/s/  Kimberly Schmidke

Signature

Print the name of the person who is completing and signing this claim:

Name        Kimberly Schmidke

            First name    Middle name    Last name

Title       Accounting Manger – Accounts Receivable

Company     Global Healthcare Exchange, LLC

            Identify the corporate servicer as the company if the authorized agent is a servicer

Address     1315 Century Drive, Suite 100

            Number   Street

            Louisville, CO 80234

            City   State   ZIP Code

Contact phone    720–887–7000        Email    kschmidke@ghx.com

Case 3:18-bk-05665   Claim 209-1   Filed 01/17/19   Desc Main Document   Page 3 of 3

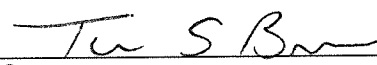| Invoice Description | Service Period Start Date | Service Period End Date | Amount | Price per Day | Bankruptcy Date | Days of Service Before Bankruptcy | Fees Before Bankruptcy |
|---|---|---|---|---|---|---|---|
| Provider Exchange Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | 9/3/2018 | 9/2/2019 | 11,450.00 | 31.37 | 8/24/2018 | -10 | - |
| Provider Exchange Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | 7/26/2018 | 7/25/2019 | 5,700.00 | 15.62 | 8/24/2018 | 29 | 452.88 |
| Provider Exchange Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | 7/26/2018 | 7/25/2019 | 5,700.00 | 15.62 | 8/24/2018 | 29 | 452.88 |
| Provider Exchange Subscription Fee (2018-02-20 - 2019-02-19) Russellville Hospital, LLC | 2/20/2018 | 2/19/2019 | 5,700.00 | 15.62 | 8/24/2018 | 185 | 2,889.04 |
| Provider Exchange Subscription Fee (2018-02-20 - 2019-02-19) Northwest Medical Center | 2/20/2018 | 2/19/2019 | 5,700.00 | 15.62 | 8/24/2018 | 185 | 2,889.04 |
| Provider Exchange - Additional MMIS Subscription Fee Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | 9/3/2018 | 9/2/2019 | 5,200.00 | 14.25 | 8/24/2018 | -10 | - |
| MetaTrade Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | 9/3/2018 | 9/2/2019 | 2,600.00 | 7.12 | 8/24/2018 | -10 | - |
| MetaTrade Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | 7/26/2018 | 7/25/2019 | 2,600.00 | 7.12 | 8/24/2018 | 29 | 206.58 |
| MetaTrade Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | 7/26/2018 | 7/25/2019 | 2,600.00 | 7.12 | 8/24/2018 | 29 | 206.58 |
| MetaTrade Subscription Fee (2018-02-09 - 2019-02-08) Russellville Hospital, LLC | 2/9/2018 | 2/8/2019 | 2,600.00 | 7.12 | 8/24/2018 | 196 | 1,396.16 |
| MetaTrade Subscription Fee (2018-02-09 - 2019-02-08) Northwest Medical Center | 2/9/2018 | 2/8/2019 | 2,600.00 | 7.12 | 8/24/2018 | 196 | 1,396.16 |
| Contract Center Xpert Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | 9/3/2018 | 9/2/2019 | 10,400.00 | 28.49 | 8/24/2018 | -10 | - |
| Contract Center Xpert Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | 7/26/2018 | 7/25/2019 | 5,200.00 | 14.25 | 8/24/2018 | 29 | 413.15 |
| Contract Center Xpert Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | 7/26/2018 | 7/25/2019 | 5,200.00 | 14.25 | 8/24/2018 | 29 | 413.15 |
| Contract Center Xpert Subscription Fee (2018-01-11 - 2019-01-10) Russellville Hospital, LLC | 1/11/2018 | 1/10/2019 | 5,200.00 | 14.25 | 8/24/2018 | 225 | 3,205.48 |
| Contract Center Xpert Subscription Fee (2018-01-11 - 2019-01-10) Northwest Medical Center | 1/11/2018 | 1/10/2019 | 5,200.00 | 14.25 | 8/24/2018 | 225 | 3,205.48 |
| | | | 83,650.00 | | | | 17,126.58 |

**GLOBAL HEALTHCARE EXCHANGE, LLC**
**AMENDMENT**

This Amendment is between Global Healthcare Exchange, LLC ("GHX") and the User listed in the signature block.

1. **Definitions**:

| Defined Term | Definition |
|---|---|
| **Effective Date**<br>*[Effective Date is date of last signature if no date is filled in]* | ☐ Date:<br>☒ Date of last signature |
| **Agreement**: User Agreement, including the Master Services Addendum and all other amendments, schedules, exhibits and attachments | Title: Purchaser User Agreement HPG – Affiliated Users |
| | Date: 5/30/2017 |
| **SOWs**: Statements of Work ("SOW") or SOW Services Schedules amended by this Amendment, including all amendments, schedules, exhibits and attachments:<br>*[Check one and fill in SOW date(s) and title(s) if listed SOWs if checked]* | ☐ All SOWs and SOW Services Schedules under the Agreement are amended |
| | ☒ These listed SOWs and SOW Services Schedules are amended: |
| | Title: Statement of Work |
| | Date: 5/30/2017 |

2. **Amendment**: The Agreement and SOWs are amended as of the Effective Date as set forth on the attached **Amendment Schedule**.

| **Global Healthcare Exchange, LLC** | **User: Curae Health Inc.** |
|---|---|
| | *Tim S Brown* |
| SIGNATURE | SIGNATURE |
| ROB GILLESPIE | *Tim S Brown* |
| PRINTED FULL NAME | PRINTED FULL NAME |
| CHIEF FINANCIAL OFFICER | *CFO* |
| TITLE          9/30/2017 | TITLE          *9/14/2017* |
| DATE | DATE |

PLEASE RETURN THE SIGNED DOCUMENT TO GHX ATTN: CONTRACT MANAGEMENT
VIA MAIL TO 1315 W. CENTURY DRIVE, LOUISVILLE, CO 80027
VIA FAX TO 720.294.4514, OR
VIA E-MAIL TO CUSTOMERCONTRACTS@GHX.COM

C-41423

# AMENDMENT SCHEDULE

## 1. Amendment

    a. The Agreement is amended as follows:

        i. Item 1. Definitions is amended to replace the definition of Term as follows:

| Term | The Initial Term is three years from Provider Exchange Acceptance, as defined in the Statement of Work 5/30/2017, for Services with recurring fees and will automatically renew for successive annual terms ("Renewal Terms") until terminated pursuant to the Agreement and this SOW. Term means the Initial Term and any Renewal Term. |
|---|---|

    b. The SOW is amended as follows:

        i. Item 1. Definitions is amended to replace the definition of Term as follows:

| Term | The Initial Term is three years from Provider Exchange Acceptance for Services with recurring fees and will automatically renew for successive annual terms ("Renewal Terms") until terminated pursuant to the Agreement and this SOW. Term means the Initial Term and any Renewal Term. |
|---|---|

        ii. The **Invoice Schedule** is replaced in its entirety as attached hereto.

## 2. All Other Terms Unchanged:
The terms of the Agreement and SOWs remain in full force and effect except as expressly modified by this Amendment. Unless otherwise defined in this Amendment, all terms defined in the Agreement and SOWs have the same meanings in this Amendment.

## 3. Counterparts; Authority:
This Amendment may be executed in counterparts, including electronic counterparts. Each person signing this Amendment on behalf of a party has authority to do so. This Amendment is not binding until signed by both parties.

# INVOICE SCHEDULE

| Account Name | Curae Health Inc |
|---|---|
| Account Address | 121 Leinart St, Clinton, TN, 37716, United States |
| A/P Contact | Name: Tim Brown<br>Title: CFO<br>Email: tim.brown@curaehealth.org<br>Phone: (865) 888-9359 |
| Primary GPO | HPG |

| Product Name | Fee (USD) | Invoice Milestone | Invoice Cycle |
|---|---|---|---|
| Integration and Implementation Fees for Provider Exchange, Provider Exchange – Merger, Acquisition and Divestiture and MetaTrade (for 5 Affiliates and 200 Connections) | $48,225.00 | Amendment Effective Date | One Time |
| Provider Exchange Subscription Fee (for 5 Affiliates) | $34,250.00 | Acceptance and each anniversary of Acceptance thereafter | Yearly |
| MetaTrade Subscription Fee (for 5 Affiliates and 200 Connections) | $13,000.00 | Acceptance and each anniversary of Acceptance thereafter | Yearly |
| Contract Center Xpert Fee (for 5 Affiliates) | $31,200.00 | Acceptance and each anniversary of Acceptance thereafter | Yearly |
| Vendormate Subscription Fee (for 5 Affiliates) | $0.00 | Effective date and each anniversary of Effective Date | Yearly |
| MetaTrade - Additional Blocks of 100 Connections Subscription Fee | $1,000.00 | As Incurred | Yearly |
| **Total due upon Amendment Effective Date** | **$48,225.00** | | |
| GHX Sales Executive (for internal GHX use only) | *Michael Puckett* | | C-41007-amending C-39201 |

## GLOBAL HEALTHCARE EXCHANGE, LLC
## STATEMENT OF WORK

This Statement of Work is between Global Healthcare Exchange, LLC ("GHX") and the User listed in the signature block ("User").

### 1. Definitions

| Defined Term | Definition | |
|---|---|---|
| **Effective Date** | This SOW is effective as of the later of (i) the date of last signature; or (ii) the date of the Agreement. | |
| **Agreement** | User Agreement between User and GHX, including all addendum, schedules, exhibits, attachments and amendments | **Title: Purchaser User Agreement HPG – Affiliated Users** |
| | | **Date:** 5/30/2017 |
| **Schedules** | **SOW Services Schedules, Invoice Schedule, Variation Schedule** and any exhibits or attachments to these schedules. | |
| **Services** | The GHX services described in the SOW Services Schedules. | |
| **SOW** | Statement of Work consisting of this signature page, the SOW Terms and Conditions and all Schedules. | |
| **SOW Terms and Conditions** | The **SOW Terms and Conditions** at www.ghx.com/contracts/sow-terms-and-conditions which are incorporated in this SOW. | **Rev:** 102016 |
| **Term** | The Initial Term is three years from Effective Date for Services with recurring fees and will automatically renew for successive annual terms ("Renewal Terms") until terminated pursuant to the Agreement and this SOW. Term means the Initial Term and any Renewal Term. | |
| **Other defined terms** | All terms defined in the Agreement have the same meanings in this SOW unless otherwise specified in this SOW. | |

### 2. Counterparts; Authority; Amendment:
This SOW may be executed in counterparts, including electronic counterparts. Each person signing this SOW has authority to do so. This SOW is not binding until signed by User and GHX. This SOW, including the SOW Terms and Conditions, may only be amended in writing signed by the parties.

| **Global Healthcare Exchange, LLC** | **User: Curae Health Inc.** |
|---|---|
| | *Tim S Brown* |
| Signature | Signature |
| Rob Gillespie | *Tim S Brown* |
| Printed Full Name | Printed Full Name |
| Chief Financial Officer | *Curae Health CFO* |
| Title | Title |
| 5/30/2017 | *5/19/2017* |
| Date | Date |

Please return the signed document and update notice address to GHX Customer Contracts:
via mail to GHX, LLC, Attn: Customer Contracts, 1315 W. Century Drive, Suite 100, Louisville, CO 80027;
via fax to 720.294.4514, Attn: Customer Contracts; or via e-mail to customercontracts@ghx.com

# INVOICE SCHEDULE

| Account Name | Curae Health Inc |
|---|---|
| Account Address | 121 Leinart St, Clinton, TN, 37716, United States |
| A/P Contact | Name: Tim Brown |
| | Title: CFO |
| | Email: tim.brown@curaehealth.org |
| | Phone: (865) 888-9359 |
| Primary GPO | HPG |

| Product Name | Fee (USD) | Invoice Milestone | Invoice Cycle |
|---|---|---|---|
| Integration and Implementation Fees for Provider Exchange, Provider Exchange – Merger, Acquisition and Divestiture and MetaTrade (for 5 Affiliates and 200 Connections) | $48,225.00 | Effective Date | One Time |
| Provider Exchange and MetaTrade Subscription Fee (for 5 Affiliates and 200 Connections) | $47,250.00 | Effective date and each anniversary of each Service's Acceptance thereafter | Yearly |
| Contract Center Xpert Fee (for 5 Affiliates) | $31,200.00 | Effective Date and each anniversary of Effective Date | Yearly |
| Vendormate Subscription Fee (for 5 Affiliates) | $0.00 | Effective date and each anniversary of Effective Date | Yearly |
| MetaTrade - Additional Blocks of 100 Connections Subscription Fee | $1,000.00 | As Incurred | Yearly |
| **Total due upon Effective Date** | **$126,675.00** | | |
| **GHX Sales Executive (for internal GHX use only)** | *Michael Puckett* | | C-39201 |

# SOW SERVICES SCHEDULE
## PROVIDER EXCHANGE

1. **Overview:** Provider Exchange (the "Service") connects User and its Affiliates to its trading partners using the GHX Connect Plus server to send and receive electronic transactions. The primary capability of Connect Plus is to standardize and facilitate delivery of data between User's Materials Management Information System/Enterprise Resource Planning MMIS/ERP) and the Exchange for the transaction sets selected by User. Connect Plus is the entry point to the Service. The Service includes GHX's web portal known as My Exchange.

2. **Service Details**
   a. **Fee Metrics**
      i. **GPO: Named** in the Agreement
      ii. **Number of Affiliates:** As set forth in the **Invoice Schedule** as of the Effective Date.
      iii. **MMIS/ERP Information (fill in):**

| System | MEDHOST |
|--------|---------|
| Version | 2016 R1 SR1 |

   b. **Service Selected** (check one)
      i. ☒ Virtual Connect Plus
      ii. ☐ Hardware – Physical Connect Plus Server
   c. **Transaction Formatting** (check one)
      i. ☒ Standard: No mapping required, standard EDI formats are used. Current GHX supported formats and versions are available upon request.
      ii. ☐ Custom Mapping: Mapping services requested (see attached Variations Schedule).
   d. **Transaction Sets Selected** (check all that apply)
      i. ☒ Purchase Order (PO, 850) [required]
      ii. ☒ Purchase Order Acknowledgement (POA, 855) [required]: ☐ Import to MMIS
      iii. ☐ Advance Ship Notice (ASN, 856) : ☐ Import to MMIS
      iv. ☐ Invoice (INV, 810): ☐ Import to MMIS
      v. ☐ Price/Sales Catalog (832): ☐ Import to MMIS
      vi. ☐ Other (please provide) _____
   e. **Trading Partners and Transaction Volume:** The Service enables the User to send and receive the selected transaction sets to any Users of Supplier Exchange or Supplier Exchange Distributor without limits on transaction volume or number of trading partners.

3. **Fee Adjustments**
   a. **Changes to Service Details:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
   b. **Implementation Support**: GHX implementation support is included in the Service fees for this length of time between acceptance (as defined in the Acceptance section) and close (as defined in the Milestone section of the **SOW Terms and Conditions**):

   Up to 8 hours or 3 weeks, whichever comes first

   GHX monitors implementation support during this timeframe. User is not charged for implementation support required or entitled to any refund for implementation support not required during this timeframe. If implementation support is required after this timeframe, GHX will bill for excess support at then current rates.

4.    **Assumptions**
    a.    GHX Connect Plus server will act as the single gateway between User's MMIS/ERP and trading partners on the Exchange.
    b.    User can send transactions in a GHX supported format and version or Custom Mapping should be selected in Transaction Formatting.
    c.    User sends outbound POs to the GHX Connect Plus server and the Service in GHX's standard EDI single format.
    d.    GHX Connect Plus server will deliver inbound transactions (as identified in the Service Details) for pickup or delivery to the MMIS/ERP in the standard single format for all transactions that originate from the Exchange and conform to the GHX standards for each transaction set.

5.    **GHX Responsibilities**
    a.    Schedule the Service installation with the User.
    b.    Work with the User to complete boarding documents, and business and technical assessments.
    c.    Create User and Affiliate hierarchy in the GHX registration environment.
    d.    Work with User to establish prioritization and goals for trading partner connections.
    e.    Ship the Connect Plus virtual image or server hardware to User, as defined in Service Details.
    f.    Configure Connect Plus integration software and interfaces.
    g.    Register and board User and Affiliate ship to addresses.
    h.    Configure User's MyExchange instance.
    i.    Complete a minimum of five trading partner setups on the Service.
    j.    Work with User to test User's MMIS/ERP system for connectivity.
    k.    Work with User to coordinate up to three trading partners to test end-to-end transaction sets selected in Service Details.
    l.    Complete Connect Plus and Service production changes to enable the Service.

6.    **User Responsibilities**
    a.    Work with GHX to perform all the tasks described in the Section titled GHX Responsibilities.
    b.    Install the virtual or hardware Connect Plus server into User's infrastructure. If virtual Connect Plus is selected, User must provide the required virtual environment.
    c.    Use native MMIS/ERP capabilities, and User's own custom programming and resources (internal staff, consultants, etc.) as needed to process the User's transaction sets in GHX's standard single format.
    d.    Connect User's MMIS/ERP application to the Service.
    e.    Implement the necessary MMIS/ERP modules, MMIS/ERP application setups, and/or custom programming needed to process, present and manipulate the inbound transaction in the MMIS/ERP after it is delivered by the GHX Service in the standard single format.
    f.    Complete trading partner configurations in MMIS/ERP to enable transaction sets.
    g.    Facilitate communication between User, User's MMIS/ERP vendor, and GHX to determine the native and supported capabilities of their MMIS/ERP application and its setup as needed.
    h.    User will identify up to three trading partners to test end-to-end transaction sets selected in Service Details.

7.    **Acceptance:** The Service is accepted when User uses Connect Plus to conduct at least one transaction consisting of delivery of a PO to a supplier and receiving a corresponding POA confirmation.

8. **License and Ownership**

    a.     **Connect Plus Installed in User's Infrastructure:** The Connect Plus server (hardware or virtual) is provided by GHX and installed by User in User's infrastructure. All applications, software and hardware provided by GHX in connection with the Service (including the virtual or hardware Connect Plus) are GHX Intellectual Property and Licensed Products under the Agreement, and are provided by GHX as a Service during the Term, This section takes precedence over any conflicting terms in the Agreement.

    b.     **Return upon Termination or Migration:** Upon termination of this Schedule, User and its Affiliates will, uninstall and return to GHX all applications, software (hardware or virtual) and hardware provided by GHX in connection with the Service and comply with User's termination obligations under the Agreement. If User is migrating from hardware to virtual Service, User will return the hardware to GHX, cease using, and uninstall any software not required for the virtual Service promptly after the virtual service is installed.

    c.     **Restrictions:** User will not and will not permit its Affiliates or anyone except GHX to:
        i.    copy or translate the Service, except for reasonable copies for back up, archive or disaster recovery;
        ii.   decompile, disassemble, reverse assemble or reverse engineer, or otherwise attempt to determine source code, protocols or configuration of the Service;
        iii.  modify or create any derivative works of the Service, its components or configuration of the software components used for the Service;
        iv.  import, add, modify or delete data in the virtual Service database by any method other than direct data entry through the application or through a GHX-developed interface.
        v.   transfer or assign (except as permitted in the assignment section of the Agreement) distribute, sell, lease, sublicense, host or operate the Service as a service bureau; or
        vi.  remove, obscure or deface any proprietary notice or legend in the Service or any of its components.

    d.     **Third Party Software:** The Service includes open source, freeware and other third party software. All third party software is the property of its respective owner or licensor. User and its Affiliates will comply with all applicable third party software licenses. Licenses for third party software included in the Services as of the Effective Date, are listed in the Connect Plus Tag Along Document included with delivery of the Service. Updates to the third party license terms will be made available to User by GHX in connection with implementation of any upgrades or enhancements to the Service. All third party software is provided AS IS. GHX AND THE THIRD PARTY SOFTWARE OWNER OR LICENSOR DISCLAIM ALL INDEMNITIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. Additional disclaimers of warranty or indemnity, restrictions or limitations included in the license terms apply for the third party software.

    e.     **Compliance with Laws:** User is responsible for compliance with all laws and regulations applicable to use of the Service, including export controls and economic sanctions.

**SOW SERVICES SCHEDULE**
**PROVIDER EXCHANGE – MERGER, ACQUISITION & DIVESTITURE**

1. **Overview:** GHX Provider Exchange – Merger, Acquisition & Divestiture (the "Service") is a GHX registration service supporting changes to User's hierarchy and trading partner data due to merger, acquisition, or divestiture of User or its Affiliates. The Service also supports User or its Affiliate's transition to or from other Users, the addition of GHX services (e.g., Procurement Suite, OnDemand AP, NuVia). The Service updates the setup of User and its Affiliates hierarchies for MyExchange and GHX registration, and, depending on Service level selected, reconfigures the User's GHX trading partner account and EDI configuration data, and communicates these changes to trading partners.

2. **Service Details**
   a. **Service Selected:** (Select one)
      i. ☒ **Hierarchy:** User and Affiliate hierarchy adjustments only, consolidating multiple Affiliates into a single hierarchy or splitting Affiliates from the current GHX hierarchy into an independent organizational structure. No communication to trading partners or reconfiguration of trading partner account or EDI configuration data.
      ii. ☐ **Trading Partner - Medium:** Includes Hierarchy, reconfiguration of trading partner account and EDI configuration data, and trading partner notification for User and up to nine Affiliates.
      iii. ☐ **Trading Partner - Large:** Includes Hierarchy, reconfiguration of trading partner account and EDI configuration data, and trading partner notification for User and ten or more Affiliates.
   b. **Number of Affiliates:** Listed in Invoice Schedule as of the Effective Date.
   c. **Deployment:** The Service will be deployed for User and all of its Affiliates in a single phase on the date agreed in the project schedule. Phased or sequential deployment is subject to the Additional Scope section of the **SOW Terms and Conditions**.

3. **Fee Adjustments:** Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.

4. **Term:** The Service is a one-time service and not an ongoing subscription. The Term is until Acceptance. Services requested after the Term are subject to the Additional Scope section of the SOW Terms and Conditions.

5. **Assumptions**
   a. User and all Affiliates subscribe to Provider Exchange. For Services to support addition of other GHX services (e.g., Procurement Suite, OnDemand AP, NuVia), User subscribes to the other GHX services. For updates to User's MetaTrade service, User subscribes to MetaTrade.
   b. Only those transaction sets enabled by User prior to this Schedule are set up by the Service (e.g., Purchase Order (PO, 850), Purchase Order Acknowledgement (POA, 855), Invoice (INV, 810)).
   c. Any integration, connectivity updates, or reintegration are subject to the Additional Scope section of the **SOW Terms and Conditions**.

6. **GHX Responsibilities**
   a. Provide a summary of the current User and Affiliate hierarchy as registered at GHX. GHX also provides the list of User's active trading partner data through MyExchange including:
      i. Trading partner names and identifiers
      ii. Ship to account numbers and addresses

        iii.   Enabled transaction sets

   b.     Verify changes to User's and its Affiliates hierarchy and trading partner data with User, confirm changes to IDs (DUNS, GLN, etc.), User's access to MyExchange, and support notification contacts.

   c.     If a Trading Partner Service is selected in Service Details:
        i.    Notify trading partners of changes to account numbers, DUNS IDs and deployment date.
        ii.   Provide any new enveloping requirements and validated ship to account information.
        iii.   Participate in scheduled testing and monitor testing activities for transaction set delivery.

   d.     At end of day prior to deployment, configure GHX services to make hierarchy changes and, if Trading Partner Service is selected, trading partner data changes live in production and disable previous configurations.

   e.     Load changes into Provider Exchange and update routing rules, mailbox connectivity and User access on the deployment date.

   f.     Configure MyExchange with required designated individual data, including login ids for User and each Affiliate and designated individual permissions, on or prior to the deployment date.

   g.     Update User's MetaTrade service to User's new User and Affiliate hierarchy, and trading partner data, if applicable:
        i.    Email/fax templates
        ii.   Trading Partner data:
            1.   Trading partner name and identifiers
            2.   Trading partner ship to account numbers and addresses
            3.   EDI configuration data
            4.   Outbound fax number
            5.   Outbound email address

   h.     Delete all trading partner data under disabled Affiliates 30 days after deployment.

**7.**    **User Responsibilities**

   a.     Provide information about User and Affiliates hierarchy and trading partner data being updated, including ship to/bill to addresses, account numbers, and other information reasonably requested by GHX.

   b.     Review current trading partners setup at GHX and provide feedback on appropriate changes, including:
        i.    Removing invalid or disabled trading partners no longer in use
        ii.   Adding additional trading partner data.

   c.     Coordinate with trading partners to create any new account numbers required.

   d.     Verify how all designated individuals will see orders in MyExchange and provide a list of login IDs for User and each Affiliate if access is modified.

   e.     Provide any new contact/routing information for GHX support escalations.

   f.     Schedule testing with User's primary trading partner, participate in scheduled testing and monitor testing activities.

   g.     Configure new envelope requirements and validated ship to account information for User and its Affiliates in User's MMIS/ERP prior to deployment.

**8.**    **Acceptance:**
The Service is accepted when GHX deploys changes to User's data in the GHX production environment.

**SOW SERVICES SCHEDULE**
**CONTRACT CENTER XPERT**

1. **Overview:** Contract Center Xpert (the "Service") is a repository of contract product and price data. The Service can accept automated feeds of contract data from User's group purchasing organization ("GPO") and manual uploads from User directly into the Service. Compatibility between the Service and GHX Provider Exchange allows User to view contract price discrepancies between transaction sets that process through Provider Exchange and the contract price in the Service.

2. **Service Details**
   a. **Integration Selected:** [Check one]
      i.   ☒ Not Integrated to a Materials Management Information System/Enterprise Resource Management ("MMIS/ERP")
      ii.  ☐ Integrated to MMIS/ERP. Please see attached **SOW Services Schedule for MMIS/ERP Integration or Upgrade.**
   b. **Service Selected**
      i.   ☒ Contract Center Xpert
      ii.  ☐ Contract Manager Xpert – Contract Center Xpert plus Contract Manager. See attached **SOW Services Schedule for Contract Manager.**
   c. **GPO** as named in the **Agreement.**
   d. **Number of Affiliates** as set forth in the **Invoice Schedule** as of the Effective Date.

3. **Fee Adjustments - Changes to Service Details**: Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.

4. **Assumptions:** User subscribes to Provider Exchange. User subscribes to Contract Manager if Contract Manager Xpert is selected.

5. **GHX Responsibilities**
   a. Aid User with initial configuration of User's settings in the Service.
   b. Load distributor product numbers received either from the distributor or User, if available. Distributor product numbers may not be available for every product.
   c. Load UOM conversion data received from User, if available. UOM conversion data may not be available for every product.

6. **User Responsibilities**
   a. Provide GPO identifiers to GHX for any automated feeds of contract data
   b. Provide UOM conversion data to GHX not loaded directly on the contract by GPO.
   c. Provide distributor product numbers to GHX, and assist GHX in obtaining distributor product numbers from distributors.
   d. Configure or re-configure settings needed to support contract price comparison and other uses of the Service.
   e. Use GPO tools to activate GPO contracts for automated feeds of contract data
   f. Validate and maintain accurate contract data within the Service.
   g. Upload and maintain all GPO and local contract data into the Service. The Service can accept automated feeds of contract data from User's GPO if available.

7. **Acceptance:** The Service is accepted when one contract has been loaded into the Service.

1. **Overview:** MetaTrade (the "Service") enables User to transmit electronic orders from a Materials Management Information System/Enterprise Resource Planning (MMIS/ERP) through GHX to suppliers who are otherwise unable to process EDI transactions. GHX converts the EDI documents and sends them to the supplier via fax or email. The fax or email created by GHX contains an electronic link to a GHX Purchase Order Acknowledgement (POA) website where supplier can create electronic POAs against User's purchase orders (PO). The POA data is reflected on GHX My Exchange and can be routed to User's MMIS/ERP.

2. **Service Details**
   a. **Fee Metrics**
      i. **Number of Affiliates**: Listed in the **Invoice Schedule** as of the Effective Date.
      ii. **Number of supplier connections**: Listed in the **Invoice Schedule** as of the Effective Date.
         1. Initial block of 200 connections.
         2. Additional blocks of 100 connections.
      iii. **GPO**: Named in the **Agreement**.

3. **Fee Adjustments**
   a. **Changes to Service Details**: Fees are based on the Service Details section. Fees will increase as the Service Details change. Fee increases will be at then-current rates for the Service.
   b. **Implementation Support**: GHX implementation support is included in the Service fees for this length of time between acceptance (as defined in the Acceptance section) and close (as defined in the Milestone section of the **SOW Terms and Conditions**):

   | Up to 3 hours or 2 weeks, whichever comes first |
   | --- |

   GHX monitors implementation support during this timeframe. User is not charged for implementation support required or entitled to any refund for implementation support not required during this timeframe. If implementation support is required after this timeframe, GHX will bill for excess support at then current rates.

   c. Custom PO templates are available as an additional SOW service schedule for an additional fee.

4. **Assumptions**
   a. User subscribes to Provider Exchange.
   b. User has the ability to comply with standard GHX minimum data specifications, including:
      i. PO Comments at both PO header and line item level; and
      ii. Buyer details including ID, email address, and telephone number, based on current MMIS capabilities.

5. **GHX Responsibilities**
   a. Assist User with the MetaTrade boarding, registration, implementation, and testing of up to an aggregate of 25 suppliers' ship-to account numbers for a maximum of 5 suppliers. GHX provides MetaTrade boarding documents for User to complete and return.
   b. Provide the list of new supplier EDI setup values for User to enter into User's MMIS and use in the appropriate locations in electronic order transmissions. GHX may require User to modify the supplier EDI setup values, such as supplier identifiers and ship-to account numbers.

      c.      Provide User with a MetaTrade POA supplier letter for User to distribute to User's suppliers. The letter explains the change from paper to the electronic process for this Service and how the supplier will be affected.

      d.      Provide User with documentation to distribute to suppliers, using a generic email or fax PO template, on how to access and use the GHX POA website.

      e.      Provide User with a MetaTrade POA demonstration, to be shared with User's MetaTrade suppliers, and assist with User's supplier confirmation process.

**6.**      **User Responsibilities**

      a.      Provide the initial boarding document for implementation and testing, which will include
            i.    Supplier name, remittance address, phone number.
            ii.    User account number for each ship to location.
           iii.   Supplier contact information (email address or facsimile number).
           iv.   MMIS vendor code for the supplier.

      b.      Boarding/registration and management of suppliers via GHX Registration Center.

      c.      Updating/configuring User's MMIS system to support the use of MetaTrade, including the entry of GHX data into the appropriate EDI tables.

      d.      Work with GHX to submit an initial PO through MetaTrade. User is responsible for reviewing and confirming delivery and acceptance of the MetaTrade PO by contacting the supplier.

      e.      Initiate MetaTrade supplier use of the GHX POA website by contacting MetaTrade supplier through mail, email, and/or phone. User will distribute the MetaTrade POA supplier letter and POA demonstration to supplier as provided by GHX.

      f.      Track supplier confirmations using MyExchange, as a Provider Exchange subscriber.

**7.**      **Acceptance:** GHX has trained at least one designated individual on the boarding and registration process including training on GHX Registration Center.

## SOW SERVICES SCHEDULE
## VENDORMATE CREDENTIALING

1. **Overview:** Vendormate Credentialing (the "Service"), a Provider Solution, enables User and its Affiliates which subscribe to the Service ("Affiliates"), to screen and monitor vendors which are registered and pay registration fees ("Registered Vendors"), for compliance with User's policies, rules and regulations as more particularly set forth herein. The Service provides a location where User may require its Registered Vendors and their Affiliates to acknowledge User's vendor policies and to upload electronic versions of credentialing files.

2. **Service Details:** The fee metric is the number of Affiliates listed in the **Invoice Schedule** as of the Effective Date.

3. **Fee Adjustments:** Fees are based on the Service Details section. If additional Affiliates are added to the Service, User's Service fees will automatically increase at the then current rate per additional Affiliate which amount shall be prorated for the remaining Service Term as of the date such Affiliates are added to the Service.

   User acknowledges that each Registered Vendor will be responsible for an annual registration and monitoring fee ("Vendor Fee") which is subject to change at GHX's discretion. Neither GHX nor User is responsible for its Registered Vendor's payment obligations.

4. **GHX Responsibilities**
   a. Use commercially reasonable efforts to make the Service available 24 hours a day, seven days a week, at least 98.5% of the time as measured on a monthly basis.
   b. Initiate Launch
   c. Input profiling categories, as directed by User, for Registered Vendors.
   d. Input User specifications for badge issuance.
   e. Screen Registered Vendors against federal and state sanctioned watch lists. The check may include lists such as SAM.gov, OFAC, HHS/OIG List of Excluded Entities, DEA Registrant Actions, TRICARE Sanctions, GSA Excluded Parties List, FDA Actions, State Disciplinary/Sanction Exclusion Lists, and State Medicaid Exclusion Lists. The Service monitors these lists on a monthly basis, and alerts User when a match is found.
   f. Conduct up to two remote trainings, for individuals authorized by User to login to the Service ("designated individuals")
   g. Upload policies and procedures and configure document repository requirements as directed by User, subject to GHX's then standard current policies. GHX will review credentialing files uploaded by Registered Vendors and their Affiliates for compliance with the User requirements, as directed by User, subject to GHX's then standard current policies
   h. The Service includes access to a report dashboard with data on Registered Vendors' and their Affiliates' participation, compliance status, and badge issuance system activity.
   i. Send email notification of Service availability to the list of Registered Vendors, Registered Vendors' affiliates, and other vendors provided by User, regarding the Service.
   j. Notify Registered Vendors and their affiliates, in electronic format, of material updates or changes to User's credentialing requirements stored in the Service.
   k. Provide designated individuals access to the Service.
   l. GHX is not responsible for the type, content or accuracy of the policies or documents uploaded by User, Registered Vendors or their Affiliates.

5. **User Responsibilities**
   a. Implement the number of Affiliates listed in the Service Details section simultaneously in accordance with standard GHX implementation timelines.
   b. Use commercially reasonable efforts to require its vendors and their affiliates to become Registered Vendors and comply with User's credentialing requirements.
   c. Obtain access to GHX servers through the World Wide Web at User's own expense. User will maintain internet browsers so that the Service works appropriately.
   d. Provide policies and procedures to GHX to upload in the Service. User policies and procedures will not require Registered Vendor affiliates to provide sensitive personally identifiable information or personally identifiable information of Registered Vendor's affiliates, such as social security numbers, background check and drug screen results.
   e. Make available necessary resources and provide necessary data and information to support the implementation of, and subscription to, the Service.
   f. In order to use the Service's badge issuance system, User must provide badge station materials including, but not limited to, signage, hardware, badge paper, printer, and ink and any other materials as may be required from time to time at User's own expense. Registered Vendor Affiliates are issued single-use badges in accordance with the specifications approved by User.
   g. Configure, with GHX remote support, badge issuance system at desired points of entry at the Licensed Facilities or Affiliates utilizing the Service. User will make IT resources available to configure badge issuance system at User's desired points of entry within 30 days of Launch.
   h. Agrees to use the Service on an exclusive basis to credential its vendors, Registered Vendors and their affiliates within 60 days of Launch. Nothing herein prohibits User from performing its own investigations on its vendors or proposed vendors, or engaging other companies to perform limited searches with regard to vendors from time to time, whether in connection with its due diligence activities or for legal, regulatory, compliance, risk management or general business purposes, or otherwise in the discretion of User.

6. **Milestones:**
   a. **Launch:** GHX initiates the project, project schedule is agreed to and a combined project team launch call is completed. Launch occurs promptly after implementation resources are assigned by User and GHX, typically within 90 days of the Effective Date.
   b. **Design/Build:** User-specific requirements have been defined
   c. **Test/Deploy:** Mutually agreed requirements have been tested; training and deployment complete.
   d. **Close:** The Services have been implemented and User has been transitioned from implementation to GHX Community Portal for support. The Additional Scope section applies to any additional implementation services requested by User after close.

7. **Acceptance**: The Service is accepted when GHX has notified one designated individual the Service has been made available to Registered Vendors.

8. **Limitation of Liability:** NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND BUSINESS INTERRUPTION) OR OTHER SIMILAR DAMAGES, EVEN IF THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GHX'S TOTAL LIABILITY TO ALL PARTIES FOR ALL PARTIES, FOR ALL ACTS OR OMISSIONS, SHALL BE LIMITED TO THE FEES PAID BY USER TO GHX IN THE PRIOR 12 MONTHS FOR THE SERVICE GIVING RISE TO THE LIABILITY.

9. **License Grant:** Subject to User's compliance with the terms and conditions of the Agreement, GHX grants a non-exclusive, non-transferable license for the Term to User and its Affiliates, and User's and its Affiliates' employees, contractors, and/or bona fide existing or potential vendor

representatives authorized to use the respective Service (each a "Designated Individual") to access and use the Services. GHX will make available to User such updates, revisions, corrections, enhancements, or modifications to the Services hereafter which are generally made available to GHX's licensees.

10. **Access Rights:** In order to use the Service, User must obtain access to GHX servers through the World Wide Web at User's own expense. Except as otherwise set forth in a SOW, GHX will provide to Designated Individuals unlimited access to the Service through unique logon identifiers and passwords (collectively, the "Logon"). User will ensure that each Designated Individual will: (a) be responsible for the security and/or use of his or her Logon; (b) not disclose such Logon to any person or entity; (c) not permit any other person or entity to use his or her Logon; (d) immediately notify GHX of any known or suspected unauthorized use of a Logon or any other breach of security; and (e) use the Service in accordance with the terms and conditions of the Agreement. GHX reserves the right to deny, suspend or revoke access to the Service, in whole or in part, upon the breach by User of the Agreement, or a breach by a Designated Individual, provided that User fails to cure that breach within 30 days. GHX reserves the right to immediately revoke or deny access to User or Designated Individuals who violate the terms of the Agreement while acting outside the scope of their employment or for using the Service for a purpose other than that intended by the Parties.

11. **Restrictions:** Except as otherwise provided in the Agreement, User agrees that User will not knowingly: (a) provide, disclose, divulge or make available to, or permit use of the Service by any third party; (b) copy or reproduce all or any part of the Service (except as expressly provided for herein); (c) interfere, or attempt to interfere, with the Service in any way; and (d) engage in or allow any action involving the Service that is inconsistent with the terms and conditions of the Agreement; (e) use the Services for employment purposes or for any other purpose deemed to be a permissible purpose under the Fair Credit Reporting Act ("FCRA"); and (f) will not take any action based on the Services without independent verification.

# GHX

**Global Healthcare Exchange, LLC**
1315 Century Drive, Suite 100
Louisville, CO 80027

**Tax ID:** 464727611
**Tel:** 720.887.7000
**Fax:** 720.887.7090

# Invoice

**Bill To:**

Curae Health Inc
Attn: Tim Brown
1721 Midpark Rd Suite B200
Knoxville, TN 37921

| Date | 12/31/2018 |
|---|---|
| Number | INV-00054560 |
| Your P.O. | |
| Customer # | A-42 |
| Terms | Net 30 days |

| Item | Description | Amount | Tax |
|---|---|---|---|
| 1. | MetaTrade - Additional Blocks of 100 Connections Subscription Fee (2018-05-30 - 2019-05-29) Curae Health Inc | USD 0.00 | USD 0.00 |
| 2. | Vendormate Credentialing Subscription Fee (2017-05-30 - 2018-05-29) Curae Health Inc | USD 0.00 | USD 0.00 |
| 3. | Vendormate Credentialing Subscription Fee (2018-05-30 - 2019-05-29) Curae Health Inc | USD 0.00 | USD 0.00 |
| 4. | Provider Exchange - Additional MMIS Subscription Fee Baked In Integration Fee | USD 0.00 | USD 0.00 |
| 5. | Contract Center Xpert Integration Fee | USD 0.00 | USD 0.00 |
| 6. | Provider Exchange Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | USD 11,450.00 | USD 0.00 |
| 7. | Provider Exchange Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | USD 5,700.00 | USD 0.00 |
| 8. | Provider Exchange Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | USD 5,700.00 | USD 0.00 |
| 9. | Provider Exchange - Additional MMIS Subscription Fee Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | USD 5,200.00 | USD 0.00 |
| 10. | Contract Center Xpert Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | USD 10,400.00 | USD 0.00 |
| 11. | MetaTrade Subscription Fee (2018-09-03 - 2019-09-02) Northwest Mississippi Regional Medical Center | USD 2,600.00 | USD 0.00 |
| 12. | MetaTrade Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | USD 2,600.00 | USD 0.00 |
| 13. | MetaTrade Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | USD 2,600.00 | USD 0.00 |
| 14. | Provider Exchange Subscription Fee (2018-02-20 - 2019-02-19) Northwest Medical Center | USD 5,700.00 | USD 0.00 |
| 15. | Contract Center Xpert Subscription Fee (2018-01-11 - 2019-01-10) Northwest Medical Center | USD 5,200.00 | USD 0.00 |
| 16. | Contract Center Xpert Subscription Fee (2018-07-26 - 2019-07-25) Merit Health Batesville | USD 5,200.00 | USD 0.00 |
| 17. | Contract Center Xpert Subscription Fee (2018-07-26 - 2019-07-25) Gilmore Memorial Regional Medical Center | USD 5,200.00 | USD 0.00 |
| 18. | Contract Center Xpert Subscription Fee (2018-01-11 - 2019-01-10) Russellville Hospital, LLC | USD 5,200.00 | USD 0.00 |
| 19. | MetaTrade Subscription Fee (2018-02-09 - 2019-02-08) Northwest Medical Center | USD 2,600.00 | USD 0.00 |
| 20. | MetaTrade Subscription Fee (2018-02-09 - 2019-02-08) Russellville Hospital, LLC | USD 2,600.00 | USD 0.00 |
| 21. | Provider Exchange Subscription Fee (2018-02-20 - 2019-02-19) Russellville Hospital, LLC | USD 5,700.00 | USD 0.00 |

**Tax ID:** 464727611
**Tel:** 720.887.7000
**Fax:** 720.887.7090

# Invoice

of 2

For questions on this invoice please contact accountsreceivable@ghx.com

| TOTAL TAX | USD 0.00 |
|---|---|
| TOTAL DUE | USD 83,650.00 |

| Remit To Address |
|---|
| Global Healthcare Exchange |
| PO Box 912199 |
| Denver, CO 80291-2199 |

# GLOBAL HEALTHCARE EXCHANGE, LLC
# AMENDMENT

This Amendment is between Global Healthcare Exchange, LLC ("GHX") and the User listed in the signature block.

1. **Definitions**:

| Defined Term | Definition |
|---|---|
| **Effective Date**<br>*[Effective Date is date of last signature if no date is filled in]* | ☐ Date:<br>☒ Date of last signature |
| **Agreement**: User Agreement, including the Master Services Addendum and all other amendments, schedules, exhibits and attachments | Title: Purchaser User Agreement |
| | Date: **5/30/2017** |
| **SOWs:** Statements of Work ("SOW") or SOW Services Schedules amended by this Amendment, including all amendments, schedules, exhibits and attachments:<br>*[Check one and fill in SOW date(s) and title(s) if listed SOWs if checked]* | ☒ All SOWs and SOW Services Schedules under the Agreement are amended |
| | ☐ These listed SOWs and SOW Services Schedules are amended: |
| | Title: |
| | Date: |
| **Terminated Services:** Services provided to User's Licensed Facilities or Affiliates, Lakeland Community Hospital, under the Agreement and applicable SOWs as of 12/31/2017 (the "Terminated Services"). *[for Affiliate drops]* | |

2. **Amendment:** The Agreement and SOWs are amended as of the Effective Date as set forth on the attached **Amendment Schedule**.

| **Global Healthcare Exchange, LLC** | **User: Curae Health, Inc.** |
|---|---|
| | _Tim S Brown_ |
| _____ | _____ |
| SIGNATURE | SIGNATURE |
| ROB GILLESPIE | _Tim S Brown_ |
| _____ | _____ |
| PRINTED FULL NAME | PRINTED FULL NAME |
| CHIEF FINANCIAL OFFICER | _CFO_ |
| _____ | _____ |
| TITLE | TITLE |
| 3/19/2018 | 3/13/2018 |
| _____ | _____ |
| DATE | DATE |

PLEASE RETURN THE SIGNED DOCUMENT TO GHX ATTN: CONTRACT MANAGEMENT
      VIA MAIL TO 1315 W. CENTURY DRIVE, LOUISVILLE, CO 80027
      VIA FAX TO 720.294.4514, OR
      VIA E-MAIL TO CUSTOMERCONTRACTS@GHX.COM

# AMENDMENT SCHEDULE

1. **Amendment**

   a. **Affiliate Add**: User and User's Licensed Facilities or Affiliates are restated on the attached **Amended and Restated Affiliate List**.

   b. **Affiliate Drop**: User and/or User's applicable Licensed Facilities or Affiliates Lakeland Community Hospital located at 42024 Highway 195 East, Halleyville, AL 35565. GHX will terminate the Terminated Services as of 12/31/2017. GHX will credit User for the fees for the Terminated Services. The credit will be prorated from the termination date of the Terminated Services through the end of the period that User has prepaid for Terminated Services. If all of the services provided to User and all of User's Licensed Facilities and Affiliates are Terminated Services, the Agreement and applicable SOWs will be terminate as of the termination date of the Terminated Services.

   c. **Aggregated Data:** User grants GHX a worldwide, perpetual, royalty-free license to use Transaction Data for the preparation of Aggregated Data.

   d. **Contract Data for Contract Center Xpert, NuVia and Procurement Suite**: This section only applies if User or its Affiliates subscribe to GHX Contract Center Xpert ("CCX"), NuVia or Procurement Suite. CCX can accept automated feeds of GPO contract data if available from User's primary GPO. CCX can also accept manual uploads from User of local (non-contract) and/or GPO contract data. NuVia uses the data available and loaded to CCX for NuVia contract match functionality if User subscribes to CCX. Procurement Suite uses the data available and loaded to CCX if CCX catalog functionality is provided by GHX or CCX Catalog is an Installed Service. User is responsible for uploading and maintaining all GPO and local contract data into CCX for CCX, NuVia and Procurement Suite.

   e. **Cross Default**: If either party breaches any SOW, Schedule or GHX service, the other party may terminate the breached SOW, Schedule or GHX service after 30 days' notice and right to cure. Breach of an SOW, Schedule or GHX service does not constitute breach of any other SOW, Schedule or GHX service. If User fails to pay fees due to GHX after 30 days' notice and right to cure, GHX may suspend performance of all GHX services until payment. User remains liable for fees for any GHX services suspended or terminated for breach by User. Termination or suspension is without prejudice to the non-breaching party's other rights or remedies. This section is notwithstanding anything to the contrary in the Agreement or any SOW.

   f. **Fees**: The fees and services modified by this Amendment are set forth on the attached **Invoice Schedule**.

   g. **Fee Adjustments**
      i. **Subscription Fees**: Fees for the services will automatically increase 5% from prior year's fee each year during the Initial Term. These fee adjustments are in addition to any fee metric, transaction based or other fee adjustments based on the service details provided for in the SOW.
      ii. **Changes to Service Details**: Fees are based on the service details in the SOW for the service. Fees will increase as the service details change. Fee increases will be at then-current rates for the service.

   h. **Termination**: Either party may terminate the Agreement or the SOWs for breach or upon renewal as provided in the Agreement and SOWs. Neither party may terminate the Agreement or any SOW for convenience notwithstanding anything to the contrary in the Agreement or any SOW.

2. **All Other Terms Unchanged:** The terms of the Agreement and SOWs remain in full force and effect except as expressly modified by this Amendment. Unless otherwise defined in this Amendment, all terms defined in the Agreement and SOWs have the same meanings in this Amendment.

3. **Counterparts; Authority**: This Amendment may be executed in counterparts, including electronic counterparts. Each person signing this Amendment on behalf of a party has authority to do so. This Amendment is not binding until signed by both parties.

## AMENDED AND RESTATED AFFILIATE LIST

User and each Affiliate of User listed on this Amended and Restated Affiliate List are eligible to participate and have elected to participate in the Exchange. "**Affiliate**" means controls, is controlled by, or is under common control with User. "**Control**" means holding, directly or indirectly, 50% or more of the outstanding voting securities or having the power to designate a majority of directors or similar functions. User has authority to bind each of its Affiliates and is responsible for compliance with this Agreement and applicable SOWs by each of its Affiliates. All references in the Agreement or SOWs to Licensed Facilities, Facilities, Participating Affiliates, Client Affiliates or other defined terms for entities under User's Control are changed to Affiliates.

| # | User Name | Address |
|---|-----------|---------|
| * | Curae Health Inc. | 121 Leinart Street, Clinton, TN  37716 |
|   | **Affiliates Name** | **Address** |
| 1. | Merit Health Batesville | 303 Medical Center Drive, Batesville, MS  38606 |
| 2. | Merit Health Gilmore Memorial | 1105 Earl Frye Boulevard, Amory, MS  38821 |
| 3. | Northwest Medical Center | 1530 US Highway 43, Winfield, AL  35594 |
| 4. | Russellville Hospital | 15155 Highway 43 Russellville, AL  35653 |
| 5.** | Northwest Mississippi Regional Medical Center | 1970 Hospital Drive, Clarksdale, MS  38614 |

*User is not receiving any GHX Services under the Agreement or any other SOW under the Agreement.
**Added by this Amendment

## INVOICE SCHEDULE

| Account Name | Curae Health Inc | | |
|---|---|---|---|
| Account Address | 1721 Midpark Rd Suite B200, Knoxville, TN, 37921, United States | | |
| A/P Contact | Name: Tim Brown | | |
| | Title: CFO | | |
| | Email: tim.brown@curaehealth.org | | |
| | Phone: (865) 888-9359 | | |
| Primary GPO | HPG | | |

| Product Name | Fee (USD) | Invoice Milestone | Invoice Cycle |
|---|---|---|---|
| Provider Exchange Integration Fee | $21,000.00 | Effective Date | One Time |
| Provider Exchange Subscription Fee (for 1 Affiliate) | $11,450.00 | Acceptance and each anniversary of Acceptance | Yearly |
| MetaTrade Subscription Fee (for 1 Affiliate) | $2,600.00 | Acceptance and each anniversary of Acceptance | Yearly |
| Contract Center Subscription Fee (for 1 Affiliate) | $10,400.00 | Acceptance and each anniversary of Acceptance | Yearly |
| Additional MMIS Subscription Fee (for 4 additional MMIS Systems) | $20,800.00 | Acceptance | One Time |
| Additional MMIS Subscription Fee (for 4 additional MMIS Systems) | $21,840.00 | First Anniversary of Acceptance | One Time |
| Additional MMIS Subscription Fee (for 4 additional MMIS Systems) | $22,932.00 | Second Anniversary of Acceptance and each Acceptance thereafter | Yearly |
| **Total due upon Effective Date** | $21,000.00 | | |
| **GHX Sales Executive (for internal GHX use only)** | *Michael Puckett* | | C-42697 |

\*Subscription fees for additional facilities or affiliates will be prorated to align with the next invoice trigger specified in the Agreement or applicable SOW for this Service. The invoice issued as of the Amendment Effective Date will include prorated fees for the period from the Amendment Effective Date of the change until the date of next invoice trigger under the Agreement or applicable SOW. All future subscription fees will be aligned with current billing under the Agreement or applicable SOW and therefore, may not align to the invoice trigger in the schedule above.

# MIDDLE DISTRICT OF TENNESSEE
# Claims Register

## 3:18-bk-05665 Curae Health Inc.

| | | | |
|---|---|---|---|
| **Judge:** Charles M Walker | **Chapter:** 11 | | |
| **Office:** Nashville | **Last Date to file claims:** 01/21/2019 | | |
| **Trustee:** | **Last Date to file (Govt):** | | |

| | | |
|---|---|---|
| *Creditor:* (6823836)<br>Global Healthcare Exchange,<br>LLC<br>1315 Century Drive, Suite 100<br>Louisville, CO 80027 | **Claim No: 209**<br>*Original Filed*<br>*Date*: 01/17/2019<br>*Original Entered*<br>*Date*: 01/17/2019 | *Status:*<br>*Filed by:* CR<br>*Entered by:* admin<br>*Modified:* |

Amount claimed: $17126.58

*History:*

Details  209-  01/17/2019 Claim #209 filed by Global Healthcare Exchange, LLC, Amount claimed: $17126.58
       1                (admin)

*Description:*

*Remarks:* (209-1) Account Number (last 4 digits):A-42

## Claims Register Summary

**Case Name:** Curae Health Inc.
**Case Number:** 3:18-bk-05665
**Chapter:** 11
**Date Filed:** 08/24/2018
**Total Number Of Claims:** 1

| | |
|---|---|
| **Total Amount Claimed*** | $17126.58 |
| **Total Amount Allowed*** | |

*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

| | Claimed | Allowed |
|---|---|---|
| **Secured** | | |
| **Priority** | | |
| **Administrative** | | |