



Base Terms and Conditions

Centene has entered into a commercial relationship with a third-party provider of licenses, goods or services referred to as the Company. This relationship, which may be evidenced by a PO, Single-Use Contract, or a Master Contract as described below, is governed by these base terms and conditions.

1. HOW THIS CONTRACT WORKS

These base terms and conditions (which may also be referred to as the “**base terms**” or “**Base Terms**”) describe Centene’s minimum requirements for a vendor or service provider and may be attached to different types of commercial contracts, as follows:

1.1 If Centene engages the Company by issuing a PO referencing these base terms by a URL and there is no other contract between the parties related to the subject matter of the PO, these base terms and any Attachments are incorporated into the PO and together comprise a Contract referred to as a “**PO-Based Contract**.”

1.2 If Centene enters into an engagement with the Company by attaching these base terms to an Order or referencing these base terms by URL in an Order (other than a PO), these base terms and any Attachments are incorporated into the Order and together comprise a Contract referred to as a “**Single-Use Contract**.” A Single-Use Contract is effective when the Order is signed by both parties.

1.3 If Centene and Company agree to terms governing one or more present or future Orders, these base terms and any Attachments and Orders referencing the Contract are incorporated into a Contract Cover Sheet and together comprise a Contract referred to as a “**Master Contract**.” A Master Contract is effective when the Contract Cover Sheet is signed by both parties.

1.4 If Centene issues a PO under a Master Contract or Single-Use Contract, the PO describes the quantity, nature, and price of the Goods and Services identified in the PO and the PO’s base terms linked by URL do not amend the Master Contract or Single-Use Contract.

1.5 If the parties (or their Affiliates) execute separate contracts that govern legal, regulatory, corporate responsibility, and industry requirements that Centene requires vendors to comply with whether or not in the context of vendor relationships (each a “**Corporate Responsibility Contract**”), the Corporate Responsibility Contracts govern this Contract to the extent applicable and, in the event of a conflict between this Contract and a Corporate Responsibility Contract, the Corporate Responsibility Contract will govern. If there is a conflict between Corporate Responsibility Contracts, the conflict will be resolved in the manner that permits Centene to satisfy its legal, ethical, and commercial requirements and best practices.

1.6 If there is a conflict between the parts of this Contract: (A) an Attachment controls over these base terms; and (B) these base terms and any Attachments, respectively, control over any Order, Contract Cover Sheet, or PO.

1.7 Capitalized terms that are used but not otherwise defined in these base terms have the meaning assigned in the Definitions section. This Contract is not an exclusive arrangement. Centene is permitted to negotiate and enter contracts with any person for the same or similar activities.

2. TERMS FOR PO-BASED CONTRACTS ONLY

This section applies only to a PO-Based Contract. The PO is an offer to Company from Centene to purchase Goods and Services described in the PO subject to these base terms and any Attachments. Centene is permitted to cancel the PO, in whole or in part, before Company accepts the offer. The Contract is formed when Company accepts the offer. Company can accept the offer when it (a) expressly accepts the PO, (b) commences performance of any of the Goods and Services in the PO, or (c) fails to provide to Centene a written rejection or a written counteroffer within 5 days after the Company’s receipt of the PO. By accepting the offer, the Company agrees that no Company terms and conditions apply to the Goods and Services and any such terms included with the Goods and Services are void. The Company acknowledges and agrees that Centene

would not engage the Company under any terms other than these base terms. If the PO refers to a project proposal or similar document from the Company, the reference will be limited to the description and quantity of Goods and Services described in the document if included in the PO.

3. SERVICES

Company will provide the services described in and subject to the Contract. The Company acknowledges that Centene expects exceptional service, quality, professionalism and support from its vendors, and the Company must therefore provide services in accordance with the highest standards in its industry. Except to the extent expressly provided otherwise in the Contract, Company must perform its Contract obligations entirely within the United States and must not send or make available outside

the United States any Centene information. This section describes the Company's minimum obligations with respect to services. An Attachment may provide additional or different terms for services (for example, a **Master Services Attachment**).

4. LICENSES AND INTELLECTUAL PROPERTY

4.1 Company will provide the licenses described in and subject to the Contract. An Order will provide the license terms for any licensed materials, but if Company provides its intellectual property to Centene and no license is specified, Company hereby grants to Centene a worldwide, non-sublicensable, fully paid, royalty free license for Centene, its Affiliates, and its third party service providers to use the intellectual property to fulfill the purposes of this Contract and solely for the benefit of Centene as long as such third party service providers are bound to confidentiality provisions no less stringent than those in the Confidentiality section of this Contract.

4.2 Centene and Company, respectively, own their previously existing or independently created intellectual property and retains their rights to third party intellectual property in their possession. Company assigns to Centene and will perform all actions necessary to perfect the assignment of each deliverable and all intellectual property rights to any deliverables under the Contract. If protectable by copyright, Company and Centene agree that deliverables are "works made for hire" in favor of Centene within the meaning of the United States Copyright Act of 1976. If an Order provides that Company will retain intellectual property rights to materials it creates for Centene, Company hereby grants to Centene an exclusive right to the intellectual property for 3 years after its acceptance by Centene.

4.3 If Company incorporates its intellectual property into a deliverable, Company grants to Centene a perpetual, worldwide, assignable license for Centene and its third-party service providers to use that intellectual property in a manner consistent with Centene's use of the deliverable as described in the Contract (or, at minimum, in a commercially reasonable manner).

4.4 If Centene provides any of its property to the Company, the Company is permitted to use such material only to perform its Goods and Services and for no other purpose whatsoever. If the Goods and Services include, for example, the use of Centene's trademarks to create materials for the public (including Centene personnel), the Company must seek Centene's approval of each such use.

4.5 Company owns any feedback or suggestions made by Centene only if Centene submits the feedback or suggestion using a feedback form (such as on a website or within an application) except that (a) the feedback and suggestions are provided "AS IS" and Centene disclaims all representations and warranties relating thereto, and (b) Centene retains all intellectual property rights with respect to its confidential

information. Centene retains all rights to any feedback or suggestions submitted any other way.

5. GOODS

Company will deliver the goods described in and subject to this Contract. Title to goods will pass to Centene upon the earlier of (1) delivery at Centene's designated facility or destination or (2) payment. Company will bear risk of loss until delivery at Centene's designated facility or destination. Company will include a packing slip clearly identifying this Contract (and applicable PO number, if any) with each shipment of goods. Centene's count of delivered goods will be deemed final and conclusive for goods delivered without a packing slip. Company will secure the lowest transportation and insurance rates and fulfill any carrier requirements. Centene will have no obligation to pay drayage, boxing or packing charges except to the extent expressly provided otherwise in the Contract. Company will be responsible for shipping costs for goods that are not shipped as provided for in this Contract, and Centene is permitted to (a) deduct these costs from amounts it owes to Company or (b) require Company to pay the costs directly. In the absence of specific instructions, Company will ship goods using the most economical mode of commercially reasonable transportation available consistent with the time and handling requirements in the Contract. This section describes the Company's minimum obligations with respect to goods. An Attachment may provide additional or different requirements for certain Goods and Services (for example, a **Master Purchase Attachment**).

6. ACCEPTANCE

Centene has the right to accept or reject Goods and Services. Centene is permitted to reject Goods and Services that Centene determines in its sole discretion do not strictly conform to Centene's Requirements. Payment for any part of the Goods and Services does not constitute acceptance by Centene. At Centene's request, Company will promptly correct or replace nonconforming Goods and Services at Company's sole cost until the Goods and Services are conforming. If Company does not promptly correct or replace nonconforming Goods and Services, Company must refund all amounts paid for the nonconforming Goods and Services and reimburse (or, at Centene's request, offset the amounts against any other amounts owed by Centene) Centene's costs to correct or replace the nonconforming Goods and Services. Centene has the right to return rejected Goods and Services or Goods and Services supplied in excess of quantities stated in this Contract at Company's expense. Centene and Company will comply with the **Testing and Acceptance Attachment**, if attached.

7. SERVICE RECIPIENTS

Centene is permitted to use licenses, goods, and services for Centene's benefit and for the benefit of (a) any Centene Affiliate, (b) any entity that is partly owned by Centene or an Affiliate and for which Centene Corporation or its wholly owned subsidiary is authorized to direct operations and bind to legal

obligations, or (c) any entity that Centene or a Centene Affiliate manages pursuant to a management agreement. Centene is permitted to also direct the Company to deliver Goods and Services to any of (a) – (c) (individually and collectively, “**Service Recipients**”).

8. CONFIDENTIALITY

8.1 Each party is required to hold the other party’s confidential information in confidence and will protect the other party’s confidential information using the level of care the party receiving confidential information (or creating confidential information on the other party’s behalf) would use to protect its own sensitive and confidential information, but in no event less than reasonable care.

8.2 Each party is permitted use the other party’s confidential information only for the purpose of performing its obligations or exercising its rights under this Contract and will not use the information for any other purpose whatsoever.

8.3 Neither party will, without the written permission of the other party, disclose the other party’s confidential information to any person who does not have a need to know the information to perform its obligations or exercise its rights under this Contract, or to any third party. Each party is permitted to disclose the confidential information of the other party only (a) as expressly permitted in writing by the other party, (b) in response to a lawful government order, and (c) as otherwise required by Law, and must in each case disclose only the minimum necessary confidential information. If a party is required to disclose confidential information by Law, it will, if permitted by Law, provide the other party with prompt written notice so that the other party can seek a protective order. Any person to whom the receiving party discloses the disclosing party’s confidential information must be bound by confidentiality terms no less stringent than those in this section.

8.4 A party will notify the other party of a breach of this section or any other improper disclosure of confidential information within 24 hours after it has reason to believe the breach or disclosure occurred.

8.5 A violation of this section will cause irreparable harm that cannot be adequately compensated by a judgment for damages and the damages would in any event be difficult to calculate. The non-breaching party is entitled to injunctive relief to enforce this section without any requirement to post bond.

8.6 The receiving party will return or destroy (and certify destruction of) the confidential information of the other party within 30 days after the termination or expiration of the Contract. The receiving party will promptly notify the other party if the return or destruction of confidential information is impossible or impracticable. The receiving party may retain confidential information of the other party in the receiving

party’s customary data backups subject to the terms of this Contract even if the Contract is terminated or expires.

8.7 Confidential information of a party includes any information the party provides to the other party (or that the other party creates) in connection with this Contract that a reasonable person in the disclosing party’s position would deem confidential, including derivative works, subsets, summaries, and other materials incorporating confidential information. Except for any personally identifiable information, Confidential Information does not include information that is lawfully and without breach of any confidentiality obligation: (a) already known to or otherwise in the possession of a party at the time of receipt from the other party; (b) available to the public; (c) obtained from a third party; or (d) independently developed by a party.

8.8 Even if the Contract is terminated or expires, the receiving party’s obligations under this section will continue (a) for 5 years after disclosure of the confidential information or (b) with respect to any trade secret or personally identifiable information, indefinitely.

8.9 The Company will implement and maintain at its sole cost information security, privacy and governance policies and practices that are, at minimum, appropriate for the requirements of this Confidentiality section and that comply with Law.

9. PRICES, PAYMENT, AND INVOICES

9.1 Prices set forth in this Contract are firm and not subject to change except as expressly provided otherwise in the Order. If Company replaces Goods and Services with another, higher-priced good, deliverable, or service acceptable to Centene, the price in the Order for the replaced good, deliverable, or service will apply to the new good, deliverable, or service. Without limiting any of Centene’s other rights or remedies under this Contract, if Company replaces any Goods and Services with another good, deliverable, or service with reduced quality, functionality, or features, Centene may at its sole discretion accept the Goods and Services and reduce fees equitably. Company warrants that prices for Goods and Services must be no greater than the lowest price Company offers to its customers for similar Goods and Services and will reduce its prices under this Contract correspondingly. Centene’s sole financial obligation for Goods and Services will be the fees described in this Contract.

9.2 Within 20 days after the earlier of completion and delivery of Goods and Services, or the end of each calendar month, Company will submit a complete and accurate invoice as directed in writing by Centene. Centene will have no obligation to pay for Goods and Services for which an invoice is submitted more than 90 days after the charges are incurred. Centene will have no obligation to pay, and Vendor will not, directly, or indirectly, request reimbursement or charge Centene for related expenses or any other expense not required to perform any

Goods and Services. Any permitted expenses must comply with Centene's then-applicable policies and procedures.

9.3 Centene will pay complete and correct undisputed invoices within 60 days after Centene's receipt of the invoice. If Centene disputes an invoice, Company must issue separate replacement invoices for the undisputed and disputed portions, and Centene will pay the invoice for the undisputed portion in accordance with this provision. Centene is permitted to withhold payment of the disputed invoice (or the replacement invoice issued for the disputed portion) without penalty or interest, and the parties will negotiate in good faith to resolve the dispute as soon as practicable and continue to perform their obligations in this Contract. If the dispute is not resolved informally within 30 days after Centene's notice thereof, Centene or Company will then be permitted to pursue their respective rights or remedies available under this Contract, at law or equity. If attached, this dispute is subject to the Dispute Resolution Attachment. Centene is permitted to set off claims or amounts that Company or its Affiliates owe under the Contract against any amounts Centene, or its Affiliates owe under this Contract or any other contracts with Company or its Affiliates.

10. TAXES

Applicable state and local sales, use and other similar taxes, and any customs duties, excise tax, value added tax, processing tax or any levy or imposition which Company now or hereafter will be required to pay to any authoritative governmental body as a result of this Contract or the Goods and Services, on behalf of Centene, when identified as a line item, will be added to all applicable invoices and Centene shall be responsible for reimbursement to Company of any such taxes relating to undisputed invoices. Unless otherwise agreed between the parties, it is the Company's responsibility to remit such applicable taxes to the State jurisdiction as required by law, if Company has invoiced and collected such taxes from Centene. Additionally, Centene will be responsible for any personal property taxes imposed on all materials owned by Centene, including both inventory and finished, products, goods, and services, and held at Company's plants or warehouses, all as determined by the transfer of title for finished goods. If upon audit Company is assessed additional taxes in connection with this Contract or the Goods and Services, Company reserves the right to invoice Centene retroactively for such additional assessment for taxes, but not interest and penalties. Centene reserves the right to require that any such invoiced additional taxes be appealed through the respective authoritative governmental body's administrative and judicial processes. The cost of such an appeal will be borne by Company if the assessed additional tax is reduced, and by Centene if the assessed additional tax is upheld. Centene may provide Company with an exemption certificate, prepared as per applicable law, or any other evidence reasonably acceptable to Company that any such taxes do not apply to products, goods and other Goods and Services provided to Centene by Company. If any Goods and Services or portion thereof believed to be exempt from taxes based on such certificate, is determined subsequently to be

taxable, Centene shall hold Company harmless from the tax liability assessed and pay the tax due, including any interests and penalty. Centene will not be responsible for any taxes levied or imposed on the gross or net income of Company. In no event will Centene's obligation exceed the relevant state statute of limitations on assessment of an applicable tax. Any income, franchise, gross receipts, or other taxes, whether related to, or imposed by employment withholding for Company's personnel or Company's property or not, and any associated penalties or interest, assessable under State law against the Company are the sole responsibility of the Company.

11. TIMING, PREPAREDNESS, AND FORCE MAJEURE

11.1 Time is of the essence with respect to the Company's performance of the Goods and Services.

11.2 The Company will implement and maintain at its cost disaster preparedness plans appropriate to the Goods and Services.

11.3 Neither party will be liable for breach of this Contract to the extent a Force Majeure Event makes performance impossible, but only if the affected party promptly, but in no event longer than 7 days after its occurrence, notifies the other party of the Force Majeure Event. If Company is the affected party and seeks protection under this provision, it must also comply with the **Problem Notice Addendum**, if attached. Company will use best efforts to mitigate the effects of a Force Majeure Event, including allocating all available production and resources to Centene before allocating production and resources to other Company customers. If Centene experiences a Force Majeure Event, if requested in writing by Centene, Company will suspend performance of affected Goods and Services and resume performance of Goods and Services when the Force Majeure Event has ceased. Centene will have no liability for any Goods and Services affected by the Force Majeure Event.

12. TERM AND TERMINATION

12.1 The Contract will be in effect from its effective date through the term that is stated in the Contract Summary (or, if not stated, for one year).

12.2 Centene is permitted to terminate this Contract in whole or in part for convenience upon reasonable, but no more than 15 days, prior written notice. Centene is permitted to terminate this Contract and any Order or PO under it, immediately upon written notice if Company: (a) is in default hereunder and has not cured the default within 30 days after written notice of the default; (b) fails to use properly skilled personnel and good quality materials to provide the Goods and Services; (c) fails to make prompt payment to any of its employees, subcontractors or suppliers; (e) provides Goods and Services that are defective or do not conform to this Contract; (f) experiences a Force Majeure Event affecting the Goods and Services lasting longer than 5 days; (g) fails to comply with Law; or (h) breaches its confidentiality obligations. Centene is also permitted to

immediately terminate this Contract and any Order or PO under it to the extent directed to do so by a government entity, or if a government entity's acts or omissions materially change the circumstances in relation to which this Contract or any Order or PO under this Contract relate. Centene may also terminate this Contract if Centene experiences a Force Majeure Event. Company is permitted to terminate this Contract if Centene fails to cure a material default under this Contract within 30 days after Centene receives written notice of the material default. Either party is permitted to terminate this Contract if the other party becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors or is otherwise unable to pay its debts when they become due. Centene is permitted to require a financial statement from Company at any time during the term of this Contract for the purpose of determining Company's financial responsibility and request assurances of Company's future performance against the terms of this Contract.

12.3 Following notice of termination by Centene, unless requested otherwise, Company will (a) immediately stop all Goods and Services (including the shipment of goods), (b) immediately cancel orders and commitments to its subcontractors and cause all subcontractors to cease all work related to this Contract, and (c) return or destroy (and certify destruction of) Centene's confidential information. Centene must pay only for the Goods and Services completed, or requested to be completed, before the termination and accepted by Centene. Except as expressly provided above, Centene has no obligation to pay for any Goods and Services provided after notice of termination or for any costs incurred by Company or its subcontractors that Company could reasonably have avoided. Company will have no other claim against Centene on account of Centene's termination of this Contract.

13. RECORDS AND AUDIT

13.1 Company must retain: (a) for 4 years after termination or expiration of this Contract complete and accurate records to validate Company's compliance with this Contract, provision of Goods and Services, and fees, expenses, and other charges related to the Contract, all in accordance with generally accepted accounting principles consistently applied; (b) until the expiration of 7 years after the furnishing of Goods and Services hereunder, or such longer period as may be required by Law, all contracts, books, documents, papers and other records involving transactions related to the Medicaid, Medicare Advantage, the Affordable Care Act, and Prescription Drug Plans aspects of the Contract; and (c) certain records in accordance with a Corporate Responsibility Contract.

13.2 Company will, upon written request, make these records available to Centene and any governmental or regulatory authority and their respective duly authorized representatives. Company must provide reasonable assistance to Centene or its designated agent to conduct audits. Any audit by Centene will be conducted upon reasonable notice and during regular business hours and will be at Centene's expense unless the audit

reveals an overcharge of more than 5% for the audited Goods and Services or a material violation of Company's obligations, in which event Company will promptly reimburse Centene the reasonable cost of the audit and any identified overcharges and take other remediation activities required by Centene. Centene's use of any third-party auditor that is a competitor of Company will be subject to Company's prior written approval, such approval not to be unreasonably withheld or delayed.

14. INDEMNIFICATION

Company will indemnify, defend, and hold harmless Centene Indemnitees from and against any and all Losses arising from or related to third-party Claims against any Centene Indemnitee: (a) for injuries (including death) to persons and loss or damage to tangible property caused by the act or omission of Company Parties in connection with this Contract; (b) resulting from Company Parties' negligence, intentional misconduct or violation of Law in connection with this Contract; (c) resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation or agreement made by Company Parties in connection with this Contract; (d) any co-employment or other employment claim relating to Company personnel; and (e) Company Parties' failure to pay taxes that are its or their responsibility to collect or pay in connection with this Contract. Company must not settle any Claim that requires anything more than a monetary payment or that admits Centene's fault without Centene's prior written approval.

15. INSURANCE

15.1 Company must maintain insurance coverage by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Company Parties are engaged and must require the same for its subcontractors and agents. Company must maintain the specific coverage and satisfy the requirements in the Insurance Attachment, if attached. The limits of coverage under each policy do not limit Company's liability and obligations under the Contract.

16. REPRESENTATIONS AND WARRANTIES

16.1 Company represents and warrants that:

A. All Goods and Services, including any repaired or replaced by Company: (a) are unencumbered, and free of any liens or restrictions; (b) conform to the Requirements and Documentation; (c) are well made, of good materials, merchantable, fit and sufficient for the purpose intended including any special requirements of Centene which have been disclosed to Company; (d) will be performed in a timely, competent, workmanlike manner; (e) goods are new when shipped (unless repaired as part of warranty obligations to Centene) and indicate the correct country of origin; (f) do not contain any toxic or hazardous materials (such as those set forth

in 29 C.F.R. 1910); (g) must remain free from defects, whether latent or patent, in material and workmanship for one year after acceptance by Centene unless a longer period is stated elsewhere in this Contract; (h) in the case of edibles, will be wholesome and fit for human consumption; and (i) will be free of errors, viruses, malware, Trojan Horses and similar deficiencies.

B. Company has not made, and will not make any payments, directly or indirectly, by or on behalf of Company to or for the benefit of any employee or agent of Centene who may reasonably be expected to influence the decision to requisition, issue or take any action with respect to this Contract, and this Contract will not otherwise create a conflict of interest.

C. Company will comply with Law and with Centene Standards.

Company and its personnel will not act (or fail to act) that might reasonably be considered: (i) to be immoral, deceptive, scandalous, or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with Centene, in each case as reasonably determined by Centene.

D. Company has all rights necessary to grant the licenses in this Contract, and intellectual property licensed or provided to Centene or otherwise used in connection with the Goods and Services does not infringe the intellectual property rights of any other person.

E. No Company Party or any person performing any part of this Contract is or will be excluded from participation in government contracts or has been an officer, director, agent, or affiliate of an entity that was at the time excluded from participation in government contracts.

16.2 Company must, at Centene's sole discretion, immediately replace, repair or reperform, free of charge, at Company's cost including shipping and insurance costs to and from Centene's designated location, any Goods and Services that do not conform to the warranties under this Contract.

16.3 If the Company determines that any of its warranties under this Contract is not or is likely not to be true, it will inform Centene within 24 hours.

17. PUBLICITY

The Company must not use Centene's trademarks or trade names or other intellectual property for any purpose other than providing the Goods and Services and must not otherwise identify Centene as the Company's customer in writing or otherwise without Centene's prior written consent.

18. MISCELLANEOUS

18.1 Any attempt by Company to assign or delegate this Contract without Centene's consent is void.

18.2 Unless otherwise provided in this Contract, any notice to be given under this Contract will be deemed to have been given (a) when emailed to the party's notice email address provided in the Contract Summary, with written confirmation of receipt with a delivery receipt or (b) one day after being emailed without delivery receipt. Each party is permitted to change its notice address by providing written notice to the other party.

18.3 The parties are permitted to amend or vary the Contract and any right or remedy under the Contract only in a writing signed by an authorized representative of each party. Waiver by a party is effective only (a) in writing from an authorized representative of the party and not, for example, by acceptance, payment, failure to insist on performance, or otherwise, and (b) with respect to the specific instance for which it is sought. An Order may amend this Contract only if it contains a section titled "Override Section" that includes (a) the specific section references and language to be overridden in the Contract and (b) the overriding language. An Order cannot, under any circumstances, amend a Corporate Responsibility Contract and any attempt to do so is void. No click-through, shrink-wrap or similar terms or those described on Company's, or a third party's website will be binding upon Centene.

18.4 Centene's rights and remedies provided in this Contract are cumulative and will be in addition to those implied by or available at Law.

18.5 This contract is governed by the laws of the State of Missouri without regard to conflict of laws principles and the state or federal courts of the State of Missouri will be the exclusive jurisdiction for any action brought under this Contract. The parties agree to the dispute resolution procedures in a Dispute Resolution Attachment, if attached.

18.6 Company acknowledges that it is an independent contractor and not an employee, agent, joint venturer, or partner of Centene and is acting on its own behalf and not for the benefit of any other person.

18.7 Any provision of the Contract, which expressly survives expiry or termination of the Contract or which, by its terms, requires performance after the termination or expiry of the Contract, or has application to events that may occur after the termination or expiry of the Contract, will survive such expiry or termination (including indemnification and confidentiality, data security and privacy obligations).

18.8 The parties intend each provision of the Contract to be distinct and severable. If any provision of the Contract is found

to be unenforceable, the enforceability of the remaining provisions will not be affected.

18.9 Section headings are used for convenience and will not affect the construction or interpretation of this Contract.

18.10 This Contract (other than a PO-Based Contract) may be executed in counterparts and by facsimile or emailed PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and emailed PDF), will be considered as legally effective as an original signature.

19. DEFINITIONS

“Affiliate” means an entity that controls, is controlled by, or is under common control with the party. Centene’s Affiliates include Centene Service Recipients.

“Attachment” means a document attached to the Contract that describes rights and obligations related to the specific commercial relationship between Centene and Company and that may amend or supplement these base terms. Each Attachment is incorporated into the Contract. The Attachments may include, e.g., the Master Services Attachment, an Insurance Attachment, and, for informational purposes, documents such as a Business Associate Agreement.

“Centene” means Centene Management Company, LLC, unless otherwise specified in the Contract Summary.

“Centene Indemnitee(s)” means Centene, its Affiliates, and their respective directors, officers, agents, and employees.

“Centene Standards” means Centene’s Code of Conduct (https://www.centene.com/content/dam/centenedotcom/documents/CenteneCodeOfConduct_508.pdf) and Centene’s Vendor Code of Conduct (https://www.centene.com/content/dam/centenedotcom/documents/CNC_Vendor_Sustainability_Code.pdf), as well as Centene’s policies and procedures applicable to vendors and visitors.

“Claims” means allegation, demand, action, suit, proceeding or claims (whether actual or threatened, civil, criminal, administrative or investigative) including any regulatory body.

“Company” means the counterparty to Centene identified in the Contract Summary (sometimes referred to as “Vendor”).

“Company Parties” means Company, its Affiliates, and their respective directors, officers, subcontractors, agents, and employees.

“Contract Cover Sheet” is the signature page or cover sheet to a Master Contract that is signed by both Centene and Company.

“Contract Summary” means the description of parties, facts, and intent, including the Contract effective date and duration, that is set forth in: (a) the PO in the case of a PO-Based Contract;

(b) the Order in the case of a Single-Use Contract, and (c) the Contract Cover Sheet in the case of a Master Agreement.

“Documentation” means the information or instructions provided by Company with a delivered service, deliverable or good. Some examples of Documentation: user manual, product specification, software documentation or datasheet.

“Force Majeure Event” means circumstances beyond the reasonable control of a party that it could not prevent or overcome by taking reasonable precautions. Examples of Force Majeure Events: acts of God, acts of civil or military authorities, war, terrorist acts, riot, rebellion, insurrection, or revolution, sabotage, contamination, nuclear incidents, fires, epidemics, earthquakes, floods, hurricanes, storms or other severe or extraordinary weather conditions. Examples of circumstances that are not Force Majeure Events include: failing to have alternate and backup suppliers for components and materials, not having an adequate contingency plan or disaster recovery program, or not following them, not having backup power, not having redundant telecommunications circuits, not maintaining alternate transportation and logistics capacity, or failing to properly test and maintain equipment, and striking workers under the control of the party asking for relief.

“Goods and Services” means delivering the goods, performing the services, granting the licenses, and providing the deliverable outputs that are each described in the Contract.

“Law” means all laws, rules, regulations judicial and administrative decisions and guidance, and ordinances including without limitation all local, state, and federal laws. Law also includes provisions of any contract between Centene and a government entity that Centene informs the Company in writing that the Company must comply with.

“Losses” means loss, liability, costs, and expenses (including court costs and attorneys’ fees), forensic examinations, damages, settlements, fines, penalties, and judgments.

“Order” means an order form, statement of work, or other ordering document describing the quantity, nature, price, and requirements or specifications of licenses, goods, and services for a single commercial engagement, as well as a price list.

“PO” means a purchase order issued by Centene to Company.

“Requirements” means design and performance specifications, drawings, plans, instructions, samples, or other description furnished or adopted by Centene, as well as compliance with this Contract.