

UDI SUBMISSION SERVICES UDI LICENSE AGREEMENT

License Agreement (rev. August 2014)

Whereas, the customer ("Customer") identified on the Quote from Global Healthcare Exchange, Inc. ("GHX") is purchasing a subscription to GHX's "GHX UDISS" system; and

Whereas, in connection with such subscription, Customer is also purchasing from GHX (as a reseller to PTC) term licenses to PTC's Windchill UDI software (the "Windchill Software," "Windchill Product" or "Product"), the scope of such licenses being defined in the Quote on which these licensing terms (this "Agreement") are referenced; and

Whereas, subject to Section 3 below, Customer's access to such term licenses are via the GHX UDISS system; and

Whereas, the parties agree that this Agreement will govern Customer's use of the Licenses (as defined below).

1. Definitions.

As used herein, the following terms have the following meanings:

"Device" - a product make or model that Customer has registered with any regulatory agency and that is being actively marketed by Customer.

"Documentation" - the applicable Windchill Software user manuals provided or made available by electronic means by PTC along with the Windchill Software.

"Error" - a failure of the Windchill Software to conform substantially to the applicable Documentation.

"Full Functionality" means the version of the Product license that permits the Customer to use all of the functionality of the Products.

"License" - the non-exclusive, revocable (in accordance with the terms of this Agreement), worldwide, non-transferable right, without any right to sub-license, to install and use a Windchill Product identified in a Quote during the applicable License Term subject to the terms and conditions hereof and solely in accordance with the applicable usage and license-type restrictions identified in the applicable Quote.

"License Term" - the time period during which the License for the applicable Windchill Products shall be in effect as specified in the applicable Quote (subject to earlier termination pursuant to the terms hereof). In the absence of a stated license term, the License Term shall be three years.

"Managed Services" means the managed services, as ordered in one or more Quotes, so that Customer may access the Products via the internet in a multi-tenant environment hosted by PTC for GHX.

"Support Services" - the provision of New Releases and, depending on the level of Support Services ordered, may also include telephone support, web-based support tools, and correction of Errors, all to be provided to Customer by GHX.

"New Release" - a modified or enhanced version of a Windchill Product that is designated by PTC as a new release of that product and that PTC makes generally available to its Support Services customers.

"PTC" - PTC Inc., unless Customer is located in Canada, in which case PTC will mean PTC (Canada) Inc.

"Quote" - the GHX Statement of Work or other order document for the UDISS subscription.

"Submit Only Functionality" - the use of the below-listed functionality of the Products.

- Login to portal
- FDA Submission Cartridge w HL7 Generation
- Bulk Spreadsheet Import & Initial Data Verification
- Human readable UDI PDF for auditing purposes
- Submission Monitoring Visibility to FDA Acknowledgments
- Submission Rejection Error Processing Workflows
- UDI Submission Record Storage & Follow-ups

2. License.

2.1 License Grant. PTC grants to Customer a License to use the Windchill Products identified in the Quote during the applicable License Term, solely for Customer's internal business purposes and solely in accordance with this Agreement and the applicable

usage and license-type restrictions identified in the Quote ("License"). Customer agrees that, if the License is for Submit Only Functionality, Customer will not use functionality that is not listed in the definition of Submit Only Functionality without upgrading its License to Full Functionality. Customer further agrees that, if the number of Devices increases such that a higher monthly pricing applies, Customer shall promptly notify GHX of such fact and the fees for such month (pro-rated for any partial month) and thereafter will increase to then-applicable pricing level.

2.2 Restrictions on Use. Customer shall not and shall not permit any third party(ies) to:

- (i) modify or create any derivative work of any part of the Windchill Products;
- (ii) rent, lease, or loan the Windchill Products;
- (iii) use the Windchill Products, or permit them to be used, for third-party training, to deliver software implementation or consulting services to any third parties, or for commercial time-sharing or service bureau use;
- (iv) disassemble, decompile or reverse engineer the Windchill Products or the file format of the Windchill Products, or otherwise attempt to gain access to the source code or file format of the Windchill Products;
- (v) sell, license, sublicense, loan, assign, or otherwise transfer (whether by sale, exchange, gift, operation of law, or otherwise) to any third party the Windchill Products, any copy thereof, or any License or other rights thereto, in whole or in part, without in each case obtaining PTC's prior written consent;
- (vi) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in any copies of the Windchill Products; and
- (vii) copy or otherwise reproduce the Windchill Products in whole or in part, except (a) as may be required for their installation into computer memory for the purpose of executing the Windchill Products in accordance with this Section 3, and/or (b) to make a reasonable number of copies solely for back-up purposes (provided that any such permitted copies shall be the property of PTC and Customer shall reproduce thereon all PTC copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices contained in the original copy of the Windchill Product obtained from PTC).

2.3 Third Party Components and Bundled Third Party Products. Certain of the Windchill Products may contain embedded third party software components for which additional terms apply ("Third Party

Components"). The current additional terms are set forth on the Schedule of Third Party Terms available at <http://www.ptc.com/company/third-party-terms.htm>. Separately, certain third party software products that PTC may elect to bundle for distribution with the Windchill Products are licensed to Customer directly by the manufacturer of such third party software products ("Bundled Third Party Products"). Such Bundled Third Party Products are also described on the Schedule of Third Party Terms. Customer agrees that its use of Third Party Components and/or Bundled Third Party Products is subject to the terms of the Schedule of Third Party Terms. New Releases containing Third Party Components or Bundled Third Party Products may be subject to additional or different third party terms, of which PTC shall notify the Customer at the time of such New Releases.

3. Managed Services. Customer is purchasing Managed Services from GHX that are being performed by PTC. Notwithstanding anything to the contrary herein, the parties hereby agree that upon three months written notice to GHX, Customer may terminate the Managed Services and upon such termination, PTC will promptly provide Customer a copy of the Products, and Customer may host the Products themselves without penalty. In such event, following the termination date the portion of the monthly fees in the SOW that are attributable to Managed Services will no longer be owed. Otherwise the Managed Services shall not be cancellable.

4. Compliance. If Customer elects to terminate the Managed Services pursuant to Section 3 above, thereafter the following clauses of this Section 4 shall apply:

4.1 License Usage Assessments. To confirm Customer's compliance with the terms and conditions of this Agreement, Customer agrees that PTC may perform usage assessments with respect to Customer's use of the Windchill Products. Customer agrees to provide PTC access to Customer's facilities and computer systems, and cooperation from Customer's employees and consultants, as reasonably requested by PTC in order to perform such assessments, all during normal business hours, and after reasonable prior notice from PTC.

4.2 Reports. Upon written request from PTC, Customer agrees to provide to PTC an installation and/or usage report with respect to the Windchill Products (and in the case of Registered User Products, such report shall include a list of all individuals for whom Customer has issued a password or other unique identifier to enable such individual to use the Registered User Product). Each such report shall be certified by an authorized representative of Customer as to its accuracy within

ten (10) business days after receipt of PTC's written request. For any period in which Customer's use of the Windchill Products exceeds the scope of the Licenses in effect during such period for such Windchill Products, Customer agrees to pay for any such excess usage, including applicable license and Support Services fees, and without limiting any other rights or remedies to which it is entitled, failure to pay shall be grounds for termination in accordance with Section 9.1(b) hereof.

5. Intellectual Property. PTC and its licensors are the sole owners of the Windchill Products and of any copies of the Windchill Products, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights in and to the Windchill Products. All copies of the Windchill Products, in whatever form provided by PTC or made by Customer, shall remain the property of PTC, and such copies shall be deemed to be on loan to Customer during the License Term. Customer acknowledges that the License granted hereunder does not provide Customer with title to or ownership of the Windchill Products or any copies thereof, but only a right of limited use consistent with the express terms and conditions of this Agreement. Customer shall have no rights to the source code for the Windchill Products and Customer agrees that only PTC shall have the right to maintain, enhance, or otherwise modify the Windchill Products.

6. Warranty; Disclaimer of Warranties.

6.1 Warranty. PTC warrants to Customer that PTC is authorized to grant the License(s). Subject to Section 6.2, PTC further warrants that the Windchill Products will be free from Errors for a period of ninety (90) days following commencement of the GHX UDISS system (the "Warranty Period").

6.2 Warranty Exceptions. PTC shall have no warranty obligations hereunder with respect to any (i) New Releases, (ii) Errors attributable to the use of the Windchill Product in an application or environment for which it was not designed or contemplated, (iii) Errors attributable to any modifications or customizations of the Windchill Products, and/or (iv) Oracle Software and/or Bundled Third Party Products.

6.3 Sole Remedy. PTC's and its licensors' entire liability and Customer's exclusive remedy for any breach by PTC of the warranty given in the second sentence of Section 6.1 above shall be, at PTC's sole discretion, either to (a) replace the Windchill Product(s) that contains the Error, or (b) use diligent efforts to repair the Error. PTC's obligations set forth in the preceding sentence shall apply only if notice of the Error is received by PTC within the Warranty Period and Customer supplies such additional

information regarding the Error as PTC reasonably requests. If PTC does not replace the applicable Windchill Product(s) and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after PTC receives written notice of the Error and associated information from Customer, PTC will provide a refund of the license fees paid to PTC for the Windchill Product(s) that contains the Error upon return of such Windchill Product(s) and any copies thereof.

6.4 No Additional Warranties. No third party, including any employee, partner, distributor (including any reseller) or agent of PTC or any of its resellers or sales agents is authorized to give any representations, warranties or covenants greater or different than those contained in this Agreement with respect to any Windchill Products or Services, except as specifically set forth in a written agreement signed on behalf of Customer by an authorized officer and on behalf of PTC by its legal counsel or Corporate Controller.

6.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, PTC DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. THE WINDCHILL PRODUCTS ARE INTENDED TO BE USED BY TRAINED PROFESSIONALS AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE WINDCHILL PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY AND ACCURACY OF ANY ITEM DESIGNED USING WINDCHILL PRODUCTS. PTC does not warrant that the operation or other use of the Windchill Products will be uninterrupted or error free or will not cause damage or disruption to Customer's data, computers or networks.

7. Indemnification; Infringement.

7.1 PTC's Obligation to Indemnify Customer. PTC, at its own expense, will defend any action brought against Customer based on a claim that any Windchill Product infringes a United States, European Union or Japanese patent, copyright or trademark and, at its option, will settle any such action or will pay any final judgment awarded against Customer, provided that: (a) PTC shall be notified promptly in writing by Customer of any notice of any such claim; (b) PTC shall have the sole control of the

defense of any action on such claim and all negotiations for its settlement or compromise and shall bear the costs of the same (save where one or more of the exclusions in Section 7.3 applies); and (c) Customer shall cooperate fully at PTC's expense with PTC in the defense, settlement or compromise of such claim. This Section states PTC's sole and exclusive liability, and Customer's sole remedy, for any and all claims relating to infringement of any intellectual property right.

7.2 PTC's Right to Act to Prevent a Claim. If a claim described in Section 7.1 hereof occurs or, in PTC's opinion, may occur, Customer shall permit PTC, at PTC's option and expense to: (a) procure for Customer the right to continue using the Windchill Product; (b) modify the Windchill Product so that it becomes non-infringing without materially impairing its functionality; or (c) terminate the applicable Licenses, accept return of the applicable Windchill Products and grant Customer a credit thereon equal to the license fees paid by Customer for such Windchill Product depreciated on a straight-line, five year basis.

7.3 Exclusions from PTC's Obligation to Indemnify Customer. PTC shall have no liability to Customer under Section 7.1 hereof or otherwise to the extent that any infringement or claim thereof is based upon: (a) use of the Windchill Product in combination with equipment or software not supplied hereunder where the Windchill Product itself would not be infringing; (b) use of the Windchill Product in an application or environment for which it was not designed or not contemplated under this Agreement; (c) use of other than a current release of the Windchill Product(s) provided to Customer; (d) modification of the Windchill Product by anyone other than PTC or its employees or agents; or (e) any claims of infringement of any patent, copyright, trade secret, trademark or other proprietary right in which Customer has an interest.

8. Limitation of Liability.

8.1 The warranty and indemnification provisions of Sections 6 and 7 hereof state the entire liability of PTC, its subsidiaries and affiliates, and each of their respective directors, officers, employees or agents, with respect to the Windchill Products and Managed Services, including (without limitation) any liability for breach of warranty, or for infringement or alleged infringement of patent, copyrights, trademarks, trade secrets and other intellectual or proprietary rights by the Windchill Products, or their use.

8.2 EXCEPT FOR PTC'S INDEMNIFICATION OBLIGATIONS IDENTIFIED IN SECTION 7.1 ABOVE, THE MAXIMUM LIABILITY OF PTC AND ITS LICENSORS ARISING OUT OF, OR RELATING

TO, THE CREATION, LICENSE, FUNCTIONING, USE OR SUPPLY OF THE WINDCHILL PRODUCTS OR THE PROVISION OF SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE WINDCHILL PRODUCTS OR SERVICES THAT GAVE RISE TO THE CLAIM.

8.3 IN NO EVENT SHALL PTC, ITS AFFILIATES (INCLUDING ITS SUBSIDIARY COMPANIES), ITS LICENSORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR: (A) ANY LOSS OF PROFIT, LOSS OF USE DAMAGES, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SALES, LOSS OF REPUTATION OR LOSS OF ANTICIPATED SAVINGS; (B) ANY LOSS OR INACCURACY OF DATA OR BUSINESS INFORMATION OR FAILURE OR INADEQUACY OF ANY SECURITY SYSTEM OR FEATURE; AND (C) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED; IN EACH CASE EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 The limitations and exclusions set forth in this Section 8 shall not apply to any claim in respect of death or personal injury.

9. Term and Termination of Licenses or Support Services.

9.1 Events Causing Termination. This Agreement and all Licenses and the provision of Support Services on Windchill Products will terminate:

- (a) Automatically and without notice on the following events: (I) Customer's breach of Sections 3.2, 5 or 10.4 hereof; (II) a receiver, trustee, liquidator, or such similar officer is appointed for Customer or for any of Customer's properties or assets; (III) Customer makes a general assignment for the benefit of Customer's creditors; (IV) Customer files a petition for its reorganization, dissolution or liquidation, or such a petition is filed against Customer and is not dismissed within sixty (60) days thereafter; or (V) Customer ceases doing business or commences dissolution or liquidation proceedings; or
- (b) Thirty (30) days after written notice from PTC specifying a breach (other than as listed in Section 9.1(a) above) of this Agreement, including failure to make any payment due to either PTC or a reseller in connection with the Windchill Products in a timely manner, if that breach is not, within that thirty (30) day period, remedied to PTC's reasonable satisfaction.

9.2 Effects of Expiration or Termination. Upon any expiration or termination of this Agreement, Customer shall promptly pay all sums owed by Customer, return to PTC the original copies of all Windchill Products for which the License Term has expired or has been terminated, destroy and/or delete all copies and backup copies thereof from Customer's computer libraries, storage facilities and/or hosting facilities, and certify in writing by an officer that Customer is in compliance with the foregoing requirements and that such Windchill Products are no longer in Customer's possession or in use.

9.3 Survival. Sections 1, 2.3, 4, 5, 6, 7, 8, 9.2 and 10 shall survive expiration or termination of this Agreement.

10. General.

10.1 Governing Law and Jurisdiction. All disputes arising under, out of, or in any way connected with this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflict of laws principles (and specifically excluding the Uniform Computer Information Transactions Act). The parties hereby expressly disclaim the application of the U.N. Convention for the International Sale of Goods. All disputes arising under, out of, or in any way connected with this Agreement shall be litigated exclusively in the state or federal courts situated in the Commonwealth of Massachusetts, and in no other court or jurisdiction.

10.2 Notices. Any notice or communication required or permitted under this Agreement shall be in writing. In the case of notice to Customer, the notice shall be directed to the address set forth on the Customer's purchase order or to such other address as may be provided to PTC in writing. In the case of notice to PTC, such notice shall be directed to PTC, 140 Kendrick Street, Needham, MA 02494; Attn: Corporate Controller, with a copy to General Counsel. Any notice provided under this section shall be deemed to have been received: (a) if given by hand, immediately; (b) if given by mail, five (5) business days after posting; (c) if given by express courier service, the second business day following dispatch in the jurisdiction of the sender; or (d) if given by fax, upon receipt thereof by the recipient's fax machine or as stated in the sender's transmission confirmation report as produced electronically by sender's fax machine.

10.3 Assignment, Waiver, Modification. Customer may not assign, transfer, delegate or sublicense any of Customer's rights or obligations hereunder (including without limitation by operation of law or by sale of Customer assets, whether directly or by merger, and a change in control of Customer shall be

deemed to be an "assignment" for purposes of the foregoing) without PTC's prior written consent, and any such attempted delegation, assignment, transfer or sublicense shall be void and a breach of this Agreement. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by PTC and Customer.

10.4 Export. Customer hereby warrants and represents that Customer is eligible under applicable U.S. and Canadian export laws to receive and use the Windchill Products and technical data related thereto and that neither Customer nor any of Customer's directors, officers or affiliates is listed on any U.S. Department of Commerce listing or U.S. Department of Treasury listing or any similar Export Controls Division-Foreign Affairs and International Trade Canada listing that designates individuals or entities to which export restrictions apply. Customer shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, any Windchill Products, or technical data related thereto, without first complying with all applicable export control regulations of any jurisdiction to which Customer or the Windchill Products are subject, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce, Export Controls Division-Foreign Affairs and International Trade Canada or other governmental authority. Customer will indemnify and hold PTC harmless against any damage, loss, liability or expense (including attorneys' fees) that PTC may incur as a result of Customer's failure to comply with this Section.

10.5 Severability. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision (other than the provisions obligating Customer to make payments to PTC) shall not affect the force and validity of the remaining provisions and such provisions determined to be invalid shall be deemed severed from this Agreement and, to the extent possible, be replaced with terms which as closely as possible approximate the interest and economic intent of such invalid provisions.

10.6 Entire Agreement. This Agreement is the complete and exclusive statement of the contract between PTC and Customer with respect to the subject matter hereof. No waiver, consent, modification, amendment or change of this Agreement shall be binding unless in writing and signed or otherwise expressly acknowledged by PTC and Customer.

10.7 Third Party Beneficiaries. It is agreed by the parties to this Agreement that PTC's third party

licensors are intended beneficiaries of this Agreement and have the right to rely upon and directly enforce its terms with respect to the products of such licensors.

10.8 Government Licensees. If Customer is a United States Governmental entity, Customer agrees that the Windchill Products are “commercial computer software” under the applicable federal acquisition regulations and are provided with the commercial license rights and restrictions described elsewhere

herein. If Customer is acquiring the Windchill Product(s) under a United States government contract, Customer agrees that Customer will include all necessary and applicable restricted rights legends on the Windchill Products to protect PTC’s proprietary rights under the FAR or other similar regulations of other federal agencies. Customer agrees to always include such legends whenever the Windchill Products are, or are deemed to be, a deliverable under a government contract.