

employee of Centene and such Assigned Worker enrolls in a medical plan that constitutes minimum essential coverage (as defined in Code Section 5000A) provided by Vendor for the period beginning on or after January 1, 2015, Centene hereby agrees to pay an additional fee to Vendor with respect to such Assigned Worker ("Health Plan Enrollment Fee"), but only insofar as applicable regulations under Section 4980H of the Code require the imposition of such a fee in order to treat the medical plan coverage provided by Vendor as being provided on behalf of Centene. The amount of any such Health Plan Enrollment Fee will be determined by Centene and Vendor at the time of any such re-characterization, but will not exceed \$0.05 per hour for all hours of work performed by any such re-characterized Assigned Worker (including hours of work previously performed by the Assigned Worker and billed to Centene) during the period of time for which (i) the Assigned Worker was or is enrolled in Vendor's medical plan and (ii) the Assigned Worker was or is characterized as a common law employee of the Company. If applicable, the Health Plan Enrollment Fee will appear separately on each invoice provided by Vendor to Centene.

(b) Vendor represents and warrants to Centene that Vendor is solely responsible for any assessable payment under Section 4980H of the Code assessed against Vendor, even if any Assigned Worker is re-characterized by the Internal Revenue Service, Department of Labor, or a court of law as a common law employee of Centene. Vendor further represents and warrants to Centene that should an assessable payment under Section 4980H of the Code be assessed against Centene due to Vendor's failure to offer any Assigned Worker Affordable Group Health Plan Coverage as required by this agreement, upon notice from Centene, Vendor shall fully indemnify and promptly reimburse Centene for such assessable payment.

11.17 Entire Agreement. This Agreement, its addenda, all SOWs, Change Orders and all exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the parties. This Agreement supersedes all prior and contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

11.18 Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, neither party shall, without the prior written consent of the other party, which may be withheld at such other party's sole discretion, solicit for hire any person or contractor employed by the other party then or within the preceding twelve (12) months. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative, nor

shall it include contacts initiated by the employee. If a party breaches this Non-Solicitation provision, the breaching party, as its sole liability and as the exclusive remedy to the non-breaching party, shall pay compensation to the non-breaching party in the form of liquidated damages equal to three (3) months of the solicited employee's starting base compensation with the non-breaching party.

11.19 Limitation of Liability. NEITHER PARTY'S TOTAL LIABILITY RELATING TO THIS AGREEMENT SHALL EXCEED THE GREATER OF (a) TWO TIMES THE AMOUNT OF FEES PAYABLE UNDER THE SERVICES AGREEMENTS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO A PARTY'S CLAIM AND (b) TEN MILLION DOLLARS (\$10,000,000), NOR SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES SUCH AS LOST PROFITS OR LOST SAVINGS. The foregoing exclusions and limitations of liability do not apply to damages caused by a party's breach of Section 7 (Intellectual Property and Confidentiality), Section 9 (Indemnity), gross negligence or willful misconduct. Without limiting either party's (a) responsibility for direct damages or (b) right to claim other direct damages, the following damages shall be considered as direct damages and shall not be excluded from liability under this Agreement: (i) reasonable costs incurred by Centene to correct the Services/Deliverables, or acquire substitute services, as a result of any uncured breach of this Agreement by Vendor and (ii) amounts charged by Vendor to provide transition assistance pursuant to Section 1.2 (Transition Assistance) for a period of up to ninety (90) days in the event of an uncured material breach of this Agreement by Vendor. Further, without limiting a party's right to claim (i) other expenses are both reasonable and subject to indemnification hereunder, and/or (ii) additional amounts for Identity-Related Services (defined below) are reasonable, the parties acknowledge and agree that expenses of not more than \$200 for Identity-Related Services per affected individual are reasonable, subject to indemnity if such expenses are incurred in response to an Incident and not precluded by the foregoing limitation of liability. "Identity-Related Services" means notification letters, credit monitoring services, identity theft insurance, reimbursement for credit freezes, fraud resolution services, identity and credit restoration services, toll free information services for affected individuals, and any similar service which corporate entities which create or maintain Protected Health Information make available to impacted individuals in the event of a Breach or alleged Breach regarding such information.

The Services will be in support of one or more of the following (check all that apply):

- ☐ Exchange (ACA) ☐ Commercial ☐ Duals ☐ Medicare ☐ TRICARE
☐ Medicaid (please list states below AND attach the appropriate Medicaid/Regulatory Addendum)