MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between XYZ **CORPORATION**, a Delaware corporation located at 456 Oak Avenue, Greenville, MO 63105 on behalf and for the benefit of itself, its subsidiaries and affiliates ("XYZ") and Sample Company Name, Inc., a Delaware Corporation, with its principal place of business located at 123 Maple Street, Springfield, Maryland 20850 ("Vendor"), is effective as of June 13th, 2019 ("Effective Date").

GENERAL TERMS AND CONDITIONS

SECTION 1
SERVICES

1.1 Description of Services. Vendor shall perform the services and provide all of the items to be delivered to XYZ ("Deliverables") described in statements of work (each, a "Statement of Work" or "SOW") in a form substantially similar to that in Exhibit A attached hereto as well as any Change Order (defined below) (collectively, the "Services"). The Services described in any SOW may also be referred to herein as a "Project." Each SOW and Change Order executed by both parties is incorporated into this Agreement. If there is a conflict or inconsistency between these General Terms and Conditions (sometimes referred to in this Agreement as the "MSA") and any SOW or Change Order, these General Terms and Conditions will prevail unless a single, separate and distinct section within the SOW or Change Order (i) is labeled as the "MSA Override" section, and (ii) expressly identifies both the provision within these General Terms and Conditions that is being overridden by the SOW or Change Order and the provision within the SOW or Change Order that will prevail over these General Terms and Conditions, provided that such modification shall apply only to such SOW or Change Order. For the sake of clarity, if a provision in these General Terms and Conditions expressly permits the parties to deviate from the General Terms and Conditions in an SOW, then such deviation within the SOW must still be described in an "MSA Override" section and it must also identify both the provision within these General Terms and Conditions that is being overridden by the SOW or Change Order and the provision within the SOW or Change Order that will prevail over these General Terms and Conditions section of the SOW.

1.2 Transition Assistance. Upon XYZ's request during the Term (defined below) and at any time during the first six (6) months following the expiration or termination of this Agreement ("Transition Period"), Vendor shall make available to XYZ all Services and reasonable assistance necessary for an orderly migration of the Services (or any portion thereof) to XYZ or a replacement vendor designated by XYZ, including providing at no cost or expense to XYZ all XYZ files in HTML format (or such other mutually agreed format) and all data and other property of XYZ that are in the possession of Vendor, its employees, agents and subcontractors. Vendor shall use commercially reasonable efforts to provide transition assistance utilizing Vendor personnel then being regularly used to perform the components of the Services being transitioned. Vendor shall continue to perform all Services that are not transitioned in accordance with this Agreement. For transition assistance (excluding the return of XYZ files, data and other property) for which there is a predetermined Charge (defined below) in an SOW, such pre-determined Charge shall apply.

1.3 Non-Exclusivity; Place of Performance. Centene retains the right at all times to negotiate terms and enter contracts with any other person or entity for services that are the same or similar to the Services without notice to Vendor and without incurring any liability by virtue thereof. Except as expressly described in an SOW, Vendor shall not perform the Services or any portion thereof, nor send or make available outside the United States any Confidential Information (defined below) of Centene or individually identifiable information.

SECTION 2
PAYMENT

2.1 Charges.

(a) In full consideration for Vendor's performance of the Services described in an SOW or Change Order, Centene shall pay the charges and expenses expressly described in the Compensation section in such SOW and Change Order(s) in accordance with this Agreement and the applicable SOW and Change Order(s) (the "Charges"). Vendor is not entitled to any compensation or remuneration other than the Charges.

(b) For Charges based on units of time (e.g. hourly charges), Vendor shall implement an automated or electronic time-keeping system, reports from which shall be accessible by XYZ, unless otherwise directed by XYZ, including utilization of XYZ's required time-keeping system as applicable. Prior to the commencement of Services, the parties shall develop a single, consolidated exemplary invoice for all Services performed under this Agreement. Such invoice serve as a template for all invoices submitted to XYZ thereafter and shall include, as applicable and as requested by XYZ: a detailed description of Services performed, by whom, a contact name and telephone number, the number of hours billed for each Service charged on an hourly basis and such other detail as XYZ may reasonably request.

(c) Unless set for otherwise within the "Charges" section of an SOW, within twenty (20) days after the end of each calendar month Vendor shall submit a single, complete and accurate invoice for all Services performed during the just-ended month. In the event XYZ disputes the Charges in an invoice in good faith, it shall notify Vendor of the reasons therefor within twenty (20) days after receipt of such invoice, in which case XYZ may withhold payment of the invoice and the parties shall negotiate in good faith to resolve such dispute as soon as practicable. If the dispute is not resolved within thirty (30) days after notice thereof, either party may initiate Dispute Resolution, as described in the Dispute Resolution Addendum. Vendor may not charge XYZ any additional amounts for Services or Deliverables for which an invoice has been rendered, except where a particular invoice (i) indicates that certain Charges are incapable of being determined as of the date of such invoice and (ii)

Vendor provides an estimate of such Charges so that XYZ can make appropriate accruals, in which event Vendor may include such Charges on a later invoice. However, under no circumstances shall XYZ be liable for any Charges presented to XYZ more than ninety (90) days after the date the Charges for the underlying Services/Deliverables should have been submitted to XYZ. All payments by XYZ to Vendor pursuant to this Agreement are due and payable to Vendor within forty-five (45) calendar days after XYZ's receipt of an undisputed invoice. XYZ may withhold from the payment for an invoice any credits or other amounts Vendor is not entitled to or owes XYZ in connection with this Agreement.

2.2 Taxes. Vendor agrees to pay and hold XYZ harmless against any tax, penalty, interest or other charges that may be levied or assessed as a result of Vendor's performance of this Agreement.

2.3 Records and Audit. Except as expressly provided otherwise in this Agreement, until the expiration of seven (7) years after the furnishing of Services hereunder, Vendor shall maintain complete and accurate records to validate and document Vendor's (i) compliance with this Agreement, (ii) performance of the Services, and (iii) Charges for Services and/or the Deliverables, all in accordance with generally accepted accounting principles consistently applied. Vendor will, upon written request, make available to XYZ and any governmental or regulatory authority and any of their duly authorized representatives, this Agreement and portions of all books, documents and records of Vendor that are related to the provision of Services and necessary to verify the foregoing. Vendor shall also provide reasonable assistance to XYZ or its designated agent to conduct audits. Any such audit will be conducted upon reasonable notice and during regular business hours, and shall be at XYZ's expense, unless such audit reveals an overcharge of more than five percent (5%) for the audited Services and/or Charges, in which event Vendor shall reimburse XYZ the reasonable cost of that portion of the audit that revealed the overcharge. All overcharges revealed by any audit hereunder shall be promptly returned to XYZ. Notwithstanding anything herein to the contrary, any audit shall be subject to the following limitations: (i) use of any third party auditor that is a competitor of Vendor shall be subject to Vendor's prior written approval, such approval not to be unreasonably withheld or delayed; and (ii) XYZ or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Cognizant with respect to the audit.

SECTION 3
CHANGES; DELAYS; AND SERVICE CREDITS

3.1 Change Orders. XYZ may, upon no less than thirty (30) days' advance written notice to Vendor, change the volume of the Services. Further, ether party may, at any time, request a change in the volume and nature of the Services and the other party shall consider such request in good faith; however, neither party shall have any obligation to agree to such request. Any change in the Services or Deliverables and any resultant change to the Charges shall be specified in a written document developed by the parties working cooperatively and in good faith ("Change Order"). Vendor shall be entitled to an additional Charge described in a Change Order only if a change required by XYZ would increase Vendor's cost to implement the change or to deliver the Services and/or Deliverables in accordance with the Change Order, and then the additional Charge must be directly and reasonably related to such additional cost incurred by Vendor in performing the change. Any change resulting in a diminution in the volume of Services or the amount of labor required by Vendor to perform the Services shall result in an equitable diminution in the Charges. Vendor shall not perform any change contemplated in this paragraph, nor be entitled to any additional compensation or remuneration in connection therewith unless such has been described in a Change Order that has been signed by representatives of both parties who have apparent authority to bind their respective companies to such Change Order. Notwithstanding anything in this Agreement to the contrary and subject to XYZ's obligation to pay Vendor for the Services and Deliverables provided until the effective date of suspension, XYZ shall have the right, upon written notice to Vendor, to suspend in whole or in part the delivery of any Services or Deliverables, and the parties shall negotiate in good faith any adjustments in prices or delivery dates necessitated by such suspension.

3.2 Delays. If Vendor has failed or is likely to fail to provide the Services on time and in the manner required hereunder, Vendor shall, at Vendor's expense, take all commercially reasonable steps, which may include the provision of additional Vendor personnel, to meet the performance requirements (including timelines). Vendor will inform XYZ as early as possible of any anticipated delays in the Services and of the actions being taken to ensure completion of the Services in accordance with this Agreement. XYZ's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of XYZ's rights in this Agreement.

3.3 Force Majeure. Neither party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused by an event (including fire, flood, terrorism, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such party, provided (i) the non-performing party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default or delay could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. In order to mitigate the adverse consequences that may result from a default or delay in Vendor's performance, the parties shall incorporate into each SOW, and adhere to, the attached Project Delay Addendum.

3.4 Service Credits. To the extent described in an SOW, XYZ may be entitled to credits against the Charges as a result of Vendor's failure to meet service levels in the applicable SOW that are expressly subject to such credits. Alternatively, XYZ may make a claim for damages against Vendor arising out of Vendor's breach of this Agreement; provided, however, that if XYZ had previously received any service level credits as a result of such failure, then the amount of damages to which XYZ is entitled under its subsequent claim shall be reduced by the amount of any service level credits previously accepted by XYZ with respect to such failure. This right shall not limit any other rights of the parties in this Agreement.

SECTION 4
PROJECT MANAGEMENT

4.1 Vendor Project Personnel. Vendor shall staff each Project with sufficient qualified personnel to complete its obligations hereunder. Each SOW may describe additional qualifications and background screening requirements applicable to the Vendor personnel providing the Services in such SOW. Vendor shall promptly replace any such individual upon Centene's reasonable request and a stated lawful reason, and shall not otherwise remove, replace or reassign any individuals identified in the applicable SOW as Key Vendor Personnel during the lesser of: (a) the time period for which such individual is contracted to provide Services in the applicable SOW, or (b) twelve (12) months following such person's assignment hereunder, without Centene's prior written consent which shall not be unreasonably withheld or delayed, provided that Vendor reserves the right to remove, replace or reassign such personnel for reasons of death, disability, failure to perform, promotion, family considerations analogous to those codified in the Family and Medical Leave Act (FMLA, U.S. PL 103-3), or resignation or termination of employment of any person without the consent of XYZ . Vendor shall cooperate with third parties working on XYZ's behalf.

4.2 Project Reports. Unless specified otherwise in the applicable SOW or any governance plan between the parties, Vendor shall present to XYZ a written status report of the Project and its progress, on a task-by-task basis, including, without limitation, Vendor hours expended if charged on an hourly basis and any impediments to the timely completion of the Project, all sufficiently in advance to permit XYZ to compensate for, or work around, such impediment. These reports shall include any unanticipated issues and recommendations for dealing with such issues.

SECTION 5
ACCEPTANCE

Unless described otherwise in an SOW, XYZ shall have 30 calendar days from the date a Deliverable is delivered to XYZ's test environment to review and test it to ensure it conforms to its specifications, documentation and SOW. XYZ shall notify Vendor of the existence of any defect and Vendor shall, at no cost or expense to XYZ , work promptly and diligently to correct such defect within 20 calendar days of XYZ's notice to Vendor of such defect, upon which XYZ shall have 20 more days to test and review the Deliverable. The foregoing cycle of delivery, test and, if applicable, correction shall repeat until the Deliverable conforms to its requirements or XYZ cancels the Deliverable, which it may do after three (3) failed attempts by Vendor to provide a conforming Deliverable. Unless XYZ notifies Vendor of a defect within the foregoing test periods, the Deliverable shall be deemed to conform to its requirements ("Accepted" or "Acceptance").

SECTION 6
WARRANTIES; COMPLIANCE WITH LAW

6.1 Service and Performance Warranty. Vendor represents and warrants that it shall perform the Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement, and that all Deliverables will conform in all material respects to their documentation, functional specifications and requirements as set forth in the applicable SOW for the period of time commencing on the date the applicable Deliverable is first included in XYZ's production environment, and continuing through ninety (90) days following the date such Deliverable is first executed in XYZ's production environment, provided that in no event shall the warranty continue for a period of more than one (1) year even if such one-year period extends beyond the expiration or termination of this Agreement (the "Warranty Period"). In the event the Services or Deliverables do not conform to this warranty, Vendor will, at no cost or expense to XYZ , promptly correct, re-perform and, as applicable, re-deliver the Services and Deliverables.

6.2 Infringement Warranty. Vendor represents and warrants that neither the Services nor any Deliverable will infringe a third party's patent or copyright, nor result from the misappropriation of a trade secret. XYZ hereby represents and warrants that it has the right to provide Vendor with any third party software, documentation, data, information, instruction, design, technical specification or other materials provided by XYZ to Vendor hereunder for Vendor's use in providing the Services and that Vendor's possession, use or modification of any such materials in the performance of Services as set forth in the applicable SOW will not infringe or misappropriate a third party's patent, copyright or trade secret, as the case may be.

6.3 Mutual Warranties. Each party represents and warrants to the other that: (i) it is validly existing under the laws of the state of its formation and has the full right, authority, capacity and ability to enter into this Agreement and to carry out its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (iii) its execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is bound.

6.4 No Other Warranties. Except for the express warranties set forth herein, each party disclaims all other warranties, express and implied, including warranties of merchantability and fitness for a particular purpose or any representation, warranty, or condition from course of dealing or usage of trade.

6.5 Compliance with Law. Vendor shall comply, and shall provide the Services in compliance with, all federal, state and local laws, ordinances, regulations and codes applicable to Vendor and its performance of the Services including, if applicable and without limitation, HIPAA, the Foreign Corrupt Practices Act, and their related regulations (collectively, "Law"). Vendor agrees to report any violation of Law (including, without limitation, HIPAA and the FCPA) committed by Vendor, its employees or subcontractors in the performance of the Services to XYZ's Ethics Hotline at (800)345-1642 or XYZ's Ethics Officer at XYZ's address for notices.

SECTION 7
INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1 Intellectual Property. As between Vendor and XYZ, Vendor agrees that all Deliverables [including all intermediate versions and all derivatives thereof] shall be owned exclusively by XYZ in any and all manner or media now known or hereafter devised in perpetuity. Such ownership shall inure to the benefit of XYZ from the date of creation or fixation in a tangible medium of expression, as applicable. XYZ and Vendor agree that all Deliverables shall be considered a "work-made-for-hire" in favor of XYZ within the meaning of the Copyright Act of 1976, as amended. If and to the extent the Deliverables, or any part thereof, is found by a court of competent jurisdiction not to be a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Vendor hereby expressly assigns to XYZ all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Work Product without further consideration, free from any claim, lien for balance due or rights of retention thereto on the part of Vendor. Vendor agrees to execute all documents XYZ reasonably requires to perfect such assignment, and in the event that Vendor fails to execute such documents for any reason, Vendor hereby appoints XYZ as its attorney-in-fact for the sole purpose of executing such documents. Vendor shall require its employees and subcontractors to execute all documents necessary (including without limitation documents similar to those required of Vendor in this paragraph) to enable Vendor to fulfill its obligations in this paragraph. Notwithstanding anything herein to the contrary, XYZ acquires no rights in Vendor's intellectual property or other proprietary works of authorship, preexisting or otherwise, that have not been created specifically for XYZ hereunder, including, without limitation, any derivatives thereof, which have been or are originated, developed, purchased, acquired or licensed by Vendor or its affiliates, or by third parties under contract to Vendor or its affiliates; except, however, XYZ is hereby granted a perpetual right to use, copy, display and modify any Vendor intellectual property that is contained within a Deliverable.

7.2 Confidential Information. For the purposes of this Agreement, "Confidential Information" means any software, data, business, financial, pricing operational, customer, source code, methodologies, tools vendor or other information disclosed by one party to the other and not generally known by or disclosed to the public. Confidential Information shall include any and all Personal Information, defined as any information that is or includes personally identifiable information. Personal Information includes, but is not limited to, name, address and any unique personal identification number. Notwithstanding anything herein to the contrary, Confidential Information shall not include information that is: (a) already known to or otherwise in the possession of a party at the time of receipt from the other party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a party or subsequently becomes publicly available through no fault of the receiving party; (c) rightfully obtained by a party from any third party having a right to disclose such information without breach of any confidentiality obligation by such third party; or (d) developed by a party independent of any disclosure hereunder.

7.3 Confidentiality Obligations. Each party shall maintain all of the other party's Confidential Information in strict confidence and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. If a party suffers any unauthorized disclosure, loss of, or inability to account for the Confidential Information of the other party, then the party to whom such Confidential Information was disclosed shall promptly notify and reasonably cooperate with the disclosing party and take such actions as may be necessary or reasonably requested by the disclosing party to minimize the damage that may result therefrom. Except as provided in this Agreement, a party shall not use or disclose (or allow the use or disclosure of) any Confidential Information of the other party without the prior written consent of such party. If a party is legally required to disclose the Confidential Information of the other party, the party required to disclose will, as soon as reasonably practicable, provide the other party with written notice of the applicable order or subpoena creating the obligation to disclose so that such other party may seek a protective order or other appropriate remedy. In any event, the party subject to such disclosure obligation will only disclose that Confidential Information which the party is advised by counsel as legally required to be disclosed. In addition, such party will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Access to and use of any Confidential Information shall be restricted to those employees and persons within a party's organization who have a need to use the information to perform such party's obligations and enjoy such party's rights under this Agreement and are subject to a contractual or other obligation to keep such information confidential. A party's consultants and subcontractors are included within the meaning of "persons within a party's organization," provided such consultants and subcontractors have executed confidentiality agreement with provisions no less stringent than those contained in this section. Additionally, XYZ may, in response to a request, disclose Vendor's Confidential Information to a regulator or other governmental entity with oversight authority over XYZ , provided XYZ (i) first informs Vendor of the request, and (ii) requests the recipient to keep such information confidential. In the event the receiving party has reason to believe that the Confidential Information of the disclosing party that was disclosed to the receiving party has been used or disclosed in violation of this Agreement, the receiving party shall immediately notify the disclosing party.

7.4 Return of Confidential Information. All of a party's Confidential Information disclosed to the other party, and all copies thereof, are and shall remain the property of the disclosing party. All such Confidential Information and any and all copies and reproductions thereof shall, upon request of the disclosing party or the expiration or termination of this Agreement, be promptly returned to the disclosing party or destroyed (and removed from the party's computer systems and electronic media) at the disclosing party's direction, except that to the extent any Confidential Information is contained in a party's backup media, databases and email systems, then such party shall continue to maintain the confidentiality of such information and shall destroy it as soon as practicable and, in any event, no later than required by such party's record retention policy. In the event of any destruction hereunder, the party who destroyed such Confidential Information shall, upon written request, provide to the other party written certification of compliance therewith within fifteen (15) days after such request.

SECTION 8
TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and continue until the later of (i) the third (3rd) anniversary of the Effective Date, or (ii) the completion of all outstanding SOWs (the "Initial Term"). Thereafter, this Agreement will automatically renew for one (1) year periods (each, a "Renewal Term" unless either party gives written notice of its intent not to renew to the other party at least 120 days prior to the expiration of the then-existing term. The word "Term" shall mean any and all extensions and renewals of this Agreement.

8.2

(a) Termination by XYZ . Unless specified otherwise in the MSA Override section of an SOW, XYZ may terminate this Agreement and any SOW(s) for convenience without cost or penalty at any time upon one hundred and twenty (120) days advance written notice to Vendor. XYZ may also terminate an SOW as expressly permitted in such SOW. XYZ may also terminate this Agreement or any SOW if (i) Vendor fails to cure a material breach of this Agreement or such SOW within 30 days after receipt of written notice of such breach. In the event XYZ terminates this Agreement or an SOW for an uncured breach and it is later adjudicated that no breach occurred, the termination shall be deemed to have been made for convenience.

(b) Termination by Vendor. If XYZ fails to pay when due an undisputed invoice, and fails to make such payment within thirty (30) days after the date it receives written notice of non-payment or if XYZ fails to cure a material breach of Section 7.3 (Confidentiality Obligations) within thirty (30) days after receipt of written notice of such breach, then Vendor may terminate this Agreement by sending written notice to XYZ, in which event the Agreement shall terminate as of the date specified in the notice of termination. Vendor shall not terminate this Agreement under any other condition, nor shall Vendor suspend or delay the performance of Services (including the delivery of a Deliverable under any circumstance, except as requested by XYZ.

8.3 Effect of Termination. Upon the termination or expiration of this Agreement or any SOW, Vendor shall: (a) deliver to XYZ all Deliverables in whatever form or media they may then exist; (b) document the status of the Services that have been terminated and deliver such documentation to XYZ; (c) deliver to XYZ all fees paid by XYZ for Services and Deliverables that remain unperformed or undelivered as of the date of termination as well as all XYZ property and materials that are in the possession of Vendor, its employees, subcontractors and agents; and (d) provide any transition assistance requested by XYZ in accordance with Section 1. 2 (Transition Assistance), provided, in the event of Vendor's termination of the Agreement or an SOW pursuant to Section 8.2(b), Vendor's obligation to provide transition assistance shall be conditional on XYZ pre-paying Charges for such transition assistance on a monthly basis. The termination or expiration of this Agreement or any SOW for any reason shall not affect XYZ's or Vendor's rights or obligations for any Services or Deliverables completed and delivered to XYZ through the date of termination, and XYZ shall promptly pay all amounts (not otherwise disputed in good faith) owed to Vendor for such Services and Deliverables (including work in progress) provided through the effective date of termination.

8.4 Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either party irreparable injury or may be inadequately compensable in monetary damages, either party may obtain equitable relief in addition to any other remedies which may be available. The rights and remedies of the parties in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

SECTION 9
INDEMNITY

9.1 Infringement Indemnity.

(a) Vendor agrees to defend, indemnify and hold harmless XYZ, its affiliates and subsidiaries, and their officers, directors and employees (collectively, "XYZ

Indemnitees") from and against all damages, reasonable expenses, and liabilities, including, without limitation, reasonable attorneys' fees, arising out of any claim by a third party not a wholly-owned affiliate of XYZ that the Deliverables or Services or any portion thereof, infringe or misappropriate any third party trade secret, patent, copyright, trademark or other proprietary or personal right of any person or entity. XYZ agrees to notify Vendor promptly in writing of any such claim and to cooperate with Vendor, at Vendor's expense, by providing such assistance as is reasonably necessary for the defense of a claim against the XYZ Indemnitees. Vendor's obligation to defend, indemnify and hold the XYZ Indemnitees harmless may be mitigated to the extent Vendor has been prejudiced by a failure of XYZ to provide prompt notice and reasonable cooperation in the defense and settlement of such claims. Vendor's settlement of any claim that requires anything more than a monetary payment shall require XYZ's prior written approval, which shall not be unreasonably withheld. Further, if under this Agreement, Vendor owes or has paid to XYZ damages in an amount greater than seventy percent (70%) of the maximum liability allowed pursuant to Section 11.18, Limitation of Liability, (the "Liability Cap") and Vendor does not agree to refresh the Liability Cap to its original amount (i.e., meaning that none of such damages incurred prior to the date of Centene's request for Vendor to refresh the Liability Cap shall, after such refresh, be considered to apply against the refreshed Liability Cap) within thirty (30) days after a XYZ written request to Vendor to refresh the Liability Cap, then XYZ may terminate this Agreement (in whole or in part) or any related SOW(s) (in whole or in part) upon not less than thirty (30) days' prior written notice to Vendor.

(b) If the use of any Deliverable or the Services is enjoined or threatened to be enjoined due to an alleged infringement or misappropriation, Vendor shall, at its discretion and expense, (i) procure the right for XYZ to continue using such Deliverable or Services, (ii) modify or replace the affected items with functionally equivalent or better items, or (iii) refund the amount paid by XYZ in connection with the affected Deliverables or Services. This Infringement Indemnity section states Vendor's entire obligation, and XYZ's sole remedy, for a third party's claim of infringement or misappropriation.

(c) Vendor shall have no obligations under this Section 9.1 or other liability for any infringement or misappropriation to the extent such infringement or misappropriation results from: (i) modifications made other than by Vendor, its affiliates and their respective subcontractors, (ii) use of the Deliverables in combination with any equipment, software or material expressly prohibited in the applicable SOW, (iii) XYZ's use or incorporation of materials not provided by Vendor, (iv) the instructions, designs or specifications provided by XYZ; (v) any software or other materials furnished to Vendor by XYZ, its affiliates and their respective subcontractors; or (vi) XYZ's continuing the allegedly infringing activity after Vendor has fulfilled its obligations under Section 9.1(b).

9.2 General Indemnity. Each party, as an indemnifying party, agrees to defend, indemnify and hold harmless the other party and its affiliates, and their respective directors, officers and employees from and against any unaffiliated third party claim arising out of the negligence, intentional misconduct or violation of any Law by the indemnifying party, its employees, subcontractors and agents.

SECTION 10
INSURANCE

Vendor shall maintain insurance coverage and satisfy the requirements in the Insurance Addendum, attached hereto. If Vendor ceases operations or for any other reason terminates such insurance coverage, Vendor shall obtain coverage for an extended claims reporting period for no less than two (2) years after the expiration or termination of this Agreement.

SECTION 11
MISCELLANEOUS

11.1 Use of Name; Publicity. Except for its internal business use, as required by Law or to comply with the request of a governmental entity, neither party shall use the other party's name, trademarks, service marks, logos or other identifiers (collectively, "Trademarks"), or make any reference to the other party or its Trademarks in any manner including, without limitation, client lists and press releases without the prior written approval of such other party.

11.2 Notices. Unless otherwise provided herein, any notice, consent, request, or other communication to be given under this Agreement will be deemed to have been given by either party to the other party upon the date of receipt, if hand delivered, or two (2) business days after deposit in the U.S. mail if mailed to the other party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one (1) business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable party at its address above or other address provided in accordance herewith, or upon the date of transmission of electronic notice to an authorized email address with written confirmation of receipt. Either party may change its address for notices effective three (3) business days after providing written notice to the other party. All notices to a party are to be addressed to the party's General Counsel.

11.3 Assignment. This Agreement and the duties and obligations of Vendor hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) by Vendor without XYZ's prior written consent. Any assignment or delegation made by Vendor without XYZ's written consent is void. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

11.4 Amendments and Modifications. No addition to or change in the terms of this Agreement will be effective or binding on either of the parties unless reduced to writing and signed by the duly authorized representative of each party. Notwithstanding anything to the contrary anywhere in this Agreement, no terms or conditions related to the Services or Deliverables available via click-through or similar mechanism, in shrink-wrap or other Deliverable packaging, or described on XYZ's, Vendor's or a third party's website will be binding upon either party.

11.5 Independent Contractor. Vendor is acting as an independent contractor in performing the Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other for any purpose or in any sense and neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party.

11.6 Approval of Subcontractors. Vendor shall obtain XYZ's written consent, which XYZ may withhold in its sole discretion, before entering into agreements with a subcontractor (including an independent contractor) for the performance of the Services or portion thereof. XYZ may, in its sole discretion and upon thirty (30) days advance notice to Vendor, withdraw its consent for the use of a permitted subcontractor and, in such event, Vendor must terminate its use of that subcontractor for the Services as soon as practicable. Vendor shall ensure that any and all subcontractors are insured in accordance with the Insurance Addendum and Vendor shall be responsible for all acts or omissions of its subcontractors.

11.7 Nondiscrimination. This Agreement is subject to the affirmative action and nondiscrimination requirements of Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and with all rules, regulations, pertaining thereto, which are incorporated herein by specific reference.

11.8 Headings; Captions. Section headings are used for convenience only and shall in no way affect the construction or interpretation of this Agreement.

11.9 Counterparts; Time is of the Essence. This Agreement, each SOW and Change Order 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. The parties acknowledge and agree that time is of the essence in this Agreement.

11.10 Survival. The following sections shall survive the expiration or termination of this Agreement: Section 1.2 (Transition Services), Section 2 (Payment), Section 3.4 (Service Credits), Section 6.1 (Services and Performance Warranty) and Sections 7 to 11.

11.11 Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the consent of the party whose rights are being waived and such waiver will not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

11.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to any conflict of law principles. Any suit or proceeding relating to this Agreement shall be brought only in the state or federal courts located in Missouri, and each party hereby submits to the personal jurisdiction and venue of such courts.

11.13 Equal Opportunity. Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11.14 Conflicts of Interest. Vendor shall ensure that its personnel do not have conflicts of interest with respect to XYZ and the Services. "Conflict of Interest" includes activities or relationships with other persons or entities that may result in a person or entity being unable or potentially unable to render impartial assistance or advice to XYZ, or the person's objectivity in performing the contract work is or may be impaired, or a person has an unfair competitive advantage.

11.15 Litigation Assistance. Vendor shall use commercially reasonable efforts to make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available to XYZ at XYZ's cost and expense to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against XYZ, its directors, officers or employees based upon claimed violation of contract or laws, each as related to this Agreement.

11.16 ACA Coverage.
(a) Vendor shall offer Affordable Group Health Plan Coverage to all workers employed through Vendor who provide services to XYZ ("Assigned Workers"). "Affordable Group Health Plan Coverage" shall mean health insurance benefits offered at a level and pursuant to terms and conditions (including but not limited to Vendor contributions towards the cost of such benefits) to ensure that each Assigned Worker is ineligible for an applicable premium tax credit or cost-sharing reduction, as defined in Section 4980H of the Internal Revenue Code ("Code"). 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 XYZ 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, XYZ 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 XYZ. The amount of any such Health Plan Enrollment Fee will be determined by XYZ 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 XYZ) 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 XYZ.

(b) Vendor represents and warrants to XYZ 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 XYZ. Vendor further represents and warrants to XYZ that should an assessable payment under Section 4980H of the Code be assessed against XYZ due to Vendor's failure to offer any Assigned Worker Affordable Group Health Plan Coverage as required by this agreement, upon notice from XYZ, Vendor shall fully indemnify and promptly reimburse XYZ 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 XYZ 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)

Medicaid States: We will support all current and future XYZ Medicaid/Medicare States.

☒Other Government LOBs (please list all businesses below **AND** attach appropriate compliance addenda)

Other Government LOBs: ____

☒Internal/Corporate/Shared Services (e.g. Facilities, ITG, Corporate Vendors)

Will the Vendor have access to Personal Health Information? ☒Yes ☐No

If yes, have the parties executed a Business Associate Agreement? ☒Yes ☐No

Will the Vendor have access to Personally Identifiable Information (PII) of employees, providers or other non-members?
☒Yes ☐No. If yes, attach the PII Addendum to this Agreement or the applicable SOW.

The parties agree that each of the above addenda that is marked for inclusion in this Agreement and attached hereto is incorporated herein and binding upon them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

XYZ **CORPORATION**	SAMPLE COMPANY NAME Inc.
By: ______________	By: ______________
Print Name: Harvey Specter	Print Name: Luis Litt
Title: Vice President Procurement XYZ	Title: EVP - Finance & Operations
Date: Jun 21, 2019	Date: 06/19/2019

DISPUTE RESOLUTION ADDENDUM

1 DISPUTE RESOLUTION

Any dispute between the parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement or with respect to performance by a party, will be resolved as provided in this Dispute Resolution Addendum (Dispute Resolution).

1.1 Informal Dispute Resolution

(a) The parties initially will attempt to resolve any dispute arising out of or relating to this Agreement informally in accordance with the following:

(i) Within ten (10) days after a party receives notice of a dispute from the other party ("Dispute Date"), it will designate a senior representative (i.e., a person whose rank within the company is superior to, in the case of Vendor, the Client Partner, and in the case of XYZ, the XYZ Program Manager) who does not devote substantially all of his time to performance under this Agreement, who will offer to meet with the designated senior representative of the other party for the purpose of attempting to resolve the dispute amicably.

(ii) The appointed representatives will meet promptly to discuss the dispute and attempt to resolve it without the necessity of any formal proceeding. They will meet as often as the parties deem necessary in order that each party may be fully advised of the other's position. During the course of discussion, all reasonable requests made by one party to the other for non-privileged information reasonably related to the matters in dispute will be honored promptly.

(iii) The specific format for the discussions will be left to the discretion of the appointed representatives.

(b) Formal dispute resolution may be commenced by a party upon the first to occur of any of the following:

(i) the appointed representatives conclude in good faith that amicable resolution of the dispute through continued negotiation does not appear likely;

(ii) thirty-five (35) days have passed from the Dispute Date (this period will be deemed to run notwithstanding any claim that the process described in this Section 1.1 (Informal Dispute Resolution) was not followed or completed); or

(iii) commencement of formal dispute resolution is deemed appropriate by a party to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to other creditors, or a party makes a good faith determination that a breach of this Agreement by the other party is such that a temporary restraining order or other injunctive or conservatory relief is necessary.

1.2 Litigation

For all litigation which may arise with respect this Agreement, the parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens and any objections as to laying of venue) of (a) the state court in St. Louis, Missouri with subject matter jurisdiction, or (b) if no such court has subject matter jurisdiction, to the federal court in St. Louis, Missouri with subject matter jurisdiction in connection with any action, suit or proceeding arising out of or relating to this Agreement. The parties further consent to the jurisdiction of any court located within a district that encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

1.3 Continued Performance

Each party agrees (a) to continue performing its obligations under this Agreement while a dispute is being resolved except (and then only) to the extent performance is prevented by the other party or the issue in dispute precludes performance, and (b) not to take any action that intentionally obstructs, delays, or reduces in any way the performance of such obligations. For the avoidance of doubt, a good faith dispute regarding invoiced Charges and XYZ's withholding payment of disputed charges as permitted under this Agreement will not be considered to prevent Vendor from performing the Services or preclude performance by Vendor, nor will this Section 1.3 be interpreted to limit either party's right to terminate this Agreement as provided in Section 8 (Term and Termination).

INSURANCE ADDENDUM

1.0 Prior to the commencement of work, Vendor shall deposit with XYZ's designated representative evidence of insurance protection in the form of certificates (ACORD). All insurance policies maintained to provide the coverages required herein shall be issued by insurance companies authorized to do business in the state in which work is performed, and by companies rated, at a minimum, "A X" by A.M. Best. Coverages afforded under such policies are primary as respects XYZ, and any other insurance maintained by XYZ are excess and non-contributing with the insurance required hereunder. The amounts will not be less than those specified below:

Insurance Coverage	Limits of Liability
a. Workers Compensation	Statutory
b. Employers Liability	$1,000,000
c. General Liability -coverage	$1,000,000 per occurrence BI &PD/to be at least as broad as the current $2,000,000 aggregate ISO approved form
d. Professional Liability	$1,000,000 per claim/ $3,000,000 aggregate This coverage shall be maintained for a minimum of two (2) years following termination or completion of Vendor's work pursuant to the Agreement.
e. Automobile Liability – owned, hired and non-owned.	$1,000,000 Combined Single Limit
f. Privacy Liability and Network Security Insurance	$3,000,000 per occurrence/$10,000,000 aggregate. This coverage shall be maintained for a minimum of five (5) years following termination of Vendor's work pursuant to the Agreement.

2.0 Vendor agrees to waive any rights of subrogation that Vendor may have against XYZ under applicable insurance policies related to the work performed by Vendor. Indemnification by Vendor shall not be limited or reduced by any insurance coverage limitations. XYZ Corporation and its affiliates and subsidiaries shall be named as an additional insured on all policies (excluding Workers Compensation) and evidenced on the certificate of insurance. All certificates of insurance shall provide that the insurer give thirty (30) days' written notice to XYZ prior to the effective date of expiration, any material change or cancellation. Said notice shall be submitted to a XYZ Strategic Sourcing representative.

3.0 Notwithstanding any insurance coverages of Vendor, nothing in this Insurance Addendum shall be deemed to limit or nullify Vendor's indemnification obligations under the Agreement. Vendor agrees that it shall work solely at Vendor's risk.

4.0 Vendor shall make certain that any and all Subcontractors hired by Vendor are insured in accordance with this Agreement. If any Subcontractor's coverage does not comply with the provisions herein, Vendor shall indemnify and hold XYZ harmless of and from any and all damage, loss, cost or expense, including attorneys' fees, incurred by XYZ as a result thereof.

EXHIBIT A

STATEMENT OF WORK NO. ___ TO MASTER SERVICES AGREEMENT

THIS STATEMENT OF WORK ("SOW") is made __________, 20__ by and between ("Vendor") and XYZ Corporation. (" XYZ "). The parties entered into that certain Master Services Agreement dated ______________ (the "Agreement"). This SOW is incorporated into and governed by the Agreement.

I. SUMMARY OF SCOPE OF WORK

Vendor shall provide:

II. VENDOR'S RESPONSIBILITIES

III. XYZ's **RESPONSIBILITIES**

IV. VENDOR'S DELIVERABLES

[NEED CLEAR DESCRIPTION OF VENDOR'S DELIVERABLES AND, IF APPROPRIATE, THEIR DUE DATES. MUST BE CLEAR ENOUGH TO LATER DETERMINE IF VENDOR LIVED UP TO CONTRACTUAL OBLIGATION.]

V. MILESTONES AND ACCEPTANCE CRITERIA [SPECIFY MILESTONES FOR DELIVERABLES AND ANTIPATED DATES; PLEASE INDICATE STATUS REPORT CADENCE AND METHOD]

VI. OUT OF SCOPE [SPECIFY ANYTHING SPECIFICALLY OUT OF SCOPE FOR THIS PROJECT]

VII. SOW TERM

The Initial Term of this Statement of Work shall be from _______________ until ______________. Upon the expiration of the Initial Term, XYZ shall have the right to renew this Statement of Work at the fees listed, for consecutive Renewal Terms of twelve (12) months each, not to exceed a maximum of _______ (___) Renewal Terms, by giving Vendor written notice of renewal at least thirty, (30) days prior to the expiration of the then-current term.

OR:

Start Date: End Date:

VIII. COMPENSATION (Delete the section that doesn't apply)

Fixed Fee: The fixed fee to XYZ for the Services in this SOW is: $.

XYZ shall pay Vendor in accordance with the following fixed fee payment schedule.

Project Task/Milestone	Payment Amount
Grand Total	

or

Time and Materials Fees. XYZ shall pay Vendor for the Services in this SOW on an hourly basis at the hourly rates listed below:

Position or Skill-set	Estimated Number of Hours	Hourly Fee	Total
Grand Total			

Travel Expenses

Pass-Through Expense	Estimated Amount
Travel and lodging	$<> [To be calculated at 12% of the project fees; if no travel, input "$0"]

IX. ASSUMPTIONS [PLEASE INDICATE ANY ASSUMPTIONS]

The parties' duly authorized representatives have executed this SOW as of the date first written above.

XYZ **CORPORATION**

By: ____________________________________ By: ________________________________

Print Name: ____________________________ Print Name: _________________________

Title: __________________________________ Title: _______________________________

XYZ **PO #: ________________**

PROJECT DELAY ADDENDUM

1. Each party shall designate in writing one individual to serve as its project manager for the services described in this SOW (hereafter referred to as the "Project"). XYZ hereby designates ________________________ (Email: XXXXXX@XXXX.com) as the XYZ Project Manager and Vendor hereby designates ______________________ (Email: XXXX@XXXXX.com) as the Vendor Project Manager. Upon notice (which may be by email) to the other party's Project Manager, a party may, in its sole discretion, change its Project Manager unless such change is expressly prohibited by another provision of the Agreement.

2. Definitions. Capitalized terms used in this Project Delay Addendum shall have the meanings ascribed to them in the Agreement unless defined otherwise herein.

(a) ***"Due Date"*** means the date by which a specific obligation or condition for which Vendor is responsible pursuant to the Agreement must be satisfied.

(b) ***"*** XYZ ***Issue"*** means the failure of XYZ to perform, any delay by XYZ in performing, or any inadequacy in XYZ's performance of, any XYZ obligation.

(c) ***"Project Delay"*** means the amount of time Vendor's performance is likely to be delayed as a result of a Project Problem.

(d) ***"Project Problem"*** means any problem or circumstance (including without limitation any XYZ Issue) encountered or reasonably anticipated by Vendor since the last Project Report, if any, that may cause Vendor to miss a Due Date. For the avoidance of doubt, Project Problems do not include problems or circumstances with the Project that Vendor has **not** encountered or does not reasonably anticipate.

(e) ***"Project Report"*** (capitalized or not) means a written notice (which may be delivered via email) from Vendor to the XYZ Project Manager that describes (i) a Project Problem, (ii) the estimated length of any Project Delay, (iii) to the extent reasonably ascertainable at the time of the Project Report's issuance, the cause of any Project Problem and the specific steps taken or proposed to be taken by Vendor to remedy such Project Problem and, (iv) if any such Project Problem is caused by a XYZ Issue, any suggested actions to be taken by the parties in order to reduce the impact of the Project Problem.

3. In addition to any other project reports required by this SOW, within three (3) business days after becoming aware of a Project Problem, Vendor shall provide the XYZ Project Manager with a Project Report regarding such Project Problem.

4. In the event Vendor fails to describe a Project Problem of which Vendor was aware (an "Unidentified Project Problem") in a Progress Report and in such manner and at such time as required above, it shall be presumed for purposes of this SOW that no Project Problem has arisen and Vendor shall not be entitled to rely upon such Unidentified Project Problem as a purported justification for failing to meet its obligations hereunder.

5. Submission by Vendor of Progress Reports pursuant to the above shall not alter or waive either party's rights or obligations pursuant to any provision of the Agreement.

EXHIBIT B

VENDOR TRAVEL REIMBURSEMENT POLICY

PURPOSE

To provide guidance and limits on travel and business related expenses incurred while carrying out necessary authorized business for XYZ Corporation

POLICY

Reimbursable Expenses (require pre-approval by XYZ and shall not exceed 12% of the specific engagement)

Vendors will be reimbursed for the following expenses under the following guidelines:

- Airfare (no first class, business class allowed upon pre-approval and requires two week advance booking)
- Lodging
- Food and beverages (capped per GSA per diem rate)
- Ground transportation (taxi, bus, rental car or Uber)
- Self-Parking
- Tolls

Non-Reimbursable Expenses

Vendors will **NOT** be reimbursed for the following expenses:

- Airline club membership dues
- Annual fees for corporate and personal credit cards
- Barbers/hairdressers
- Car rental upgrades
- Car washes
- Cell phone accessories (cases, chargers & cords)
- Clothing
- Corporate card delinquency fees/finance charges
- Excess baggage charges
- Extra leg room and sear upgrades on aircraft
- Health club facilities, saunas and massages
- Laundry services
- Loss/theft of personal funds or property
- Lost baggage
- Luggage and briefcases
- Magazines, books, newspapers, subscriptions or reading material
- Movies (including in-flight and hotel in-house movies)
- Optional travel or baggage insurance
- Personal accident insurance
- Personal entertainment, including sports events
- Snacks or other meals outside of breakfast, lunch or dinner
- Souvenirs/personal gifts
- Spouse/companion travel expenses
- Toiletries such as toothpaste, toothbrush, etc.
- Traffic fines
- Valet-parking

Airline Reservations

- Flights are to be booked in coach/economy/discount class
- Flights are to be booked 14 days in advance of travel date to obtain the lowest available rate, when applicable.
- When a trip is cancelled after the ticket has been issued, the traveler should inquire about using the same ticket for future travel.
- Airline club/membership fees, excess baggage fees, seat upgrades and or movies are not reimbursable.
- Personal items lost while traveling on company business are not reimbursable. Airlines are responsible for retrieving and compensating for lost baggage.

Lodging

- If a company-negotiated or special hotel rate is not available, travelers must use hotel chains in a similar price category.
- Cancellations should be made as early as possible to avoid a no-show charge, typically before 6pm on the day prior to arrival.

Meals

- Reimbursement will be based on the GSA per diem rate.
- Reimbursed meals will be breakfast, lunch and dinner.
- Meal costs for social occasions, such as employee birthdays, etc. are not classified as business meals or entertainment expenses and will not be reimbursed.

Transportation

- The most economical mode of transportation should be used to and from airports, bus and rail terminals. Travelers should consider hotel/airport courtesy shuttle services, and/or taxi.

Parking

- Parking fees incurred while on business related travel will be reimbursed if substantiated with receipts.
- Valet-parking fees will not be reimbursed.
- Intermediate or long-term parking lots should be used at airports.

Rental Car

- Travelers should rent a car to their destination when driving is more cost-effective the airline, rail, taxi, limousine or shuttle service.
- Rental car reservations should be made as much in advance of the trip as possible.
- Travelers are to rent midsize or smaller vehicles unless there are 3 or more travelers in the group.
- Rental cars should be inspected for damage and any damage found should be noted on the contract prior to acceptance.
- Rental cars are to be returned on-time and fully refueled to avoid extra charges.
- Gasoline charges on a rental car will be reimbursed with submission of a paid gas receipt and rental car receipt.
- Gasoline is to be filled up prior to return, prepaid gas with rental Car Company will not be reimbursed.

Tips and Gratuities

- Tipping a porter, bell staff, driver, housekeeping or waiter should be based on the quality of service rendered. Lavish or unreasonable gratuities will not be reimbursed. The company will reimburse gratuities based on the following guidelines:
- Bell Staff/Porters – Three dollar maximum.
- Door Staff – Two dollar maximum for getting a taxi.
- Hotel Shuttle – Two dollar maximum per person.
- Housekeeping – Three dollars per night maximum (tip should be left nightly in an envelope designated for “Housekeeping”).
- Room Service – 15-20% of the total bill (only if the hotel did not include a room service charge on the bill).
- Bartender/Waiter/Waitress – 15% of the total bill, up to a maximum of 20% for exceptional service.

Documentation Requirements

Employees must provide the following documentation in order to be reimbursed for expenditures:

- All expenses of $50.00 or greater must include an image of the receipt that is legible, matches the expense amount and provides details to support the expense. In the event of a lost receipt, a duplicate should be obtained from the vendor. If not available, details of the expense and reason for missing receipt are required.
- Names of attendees present and their titles in the company.
- Name and location of where the meal or event took place.
- Amount and date of the expense.
- Hotel expenses are to be itemized.