

456 Oak Avenue, Greenville,

123 Maple Street, Springfield,

XYZ

XYZ XYZ's

XYZ

XYZ's XYZ:

XYZ XYZ

XYZ
XYZ
XYZ XYZ

XYZ

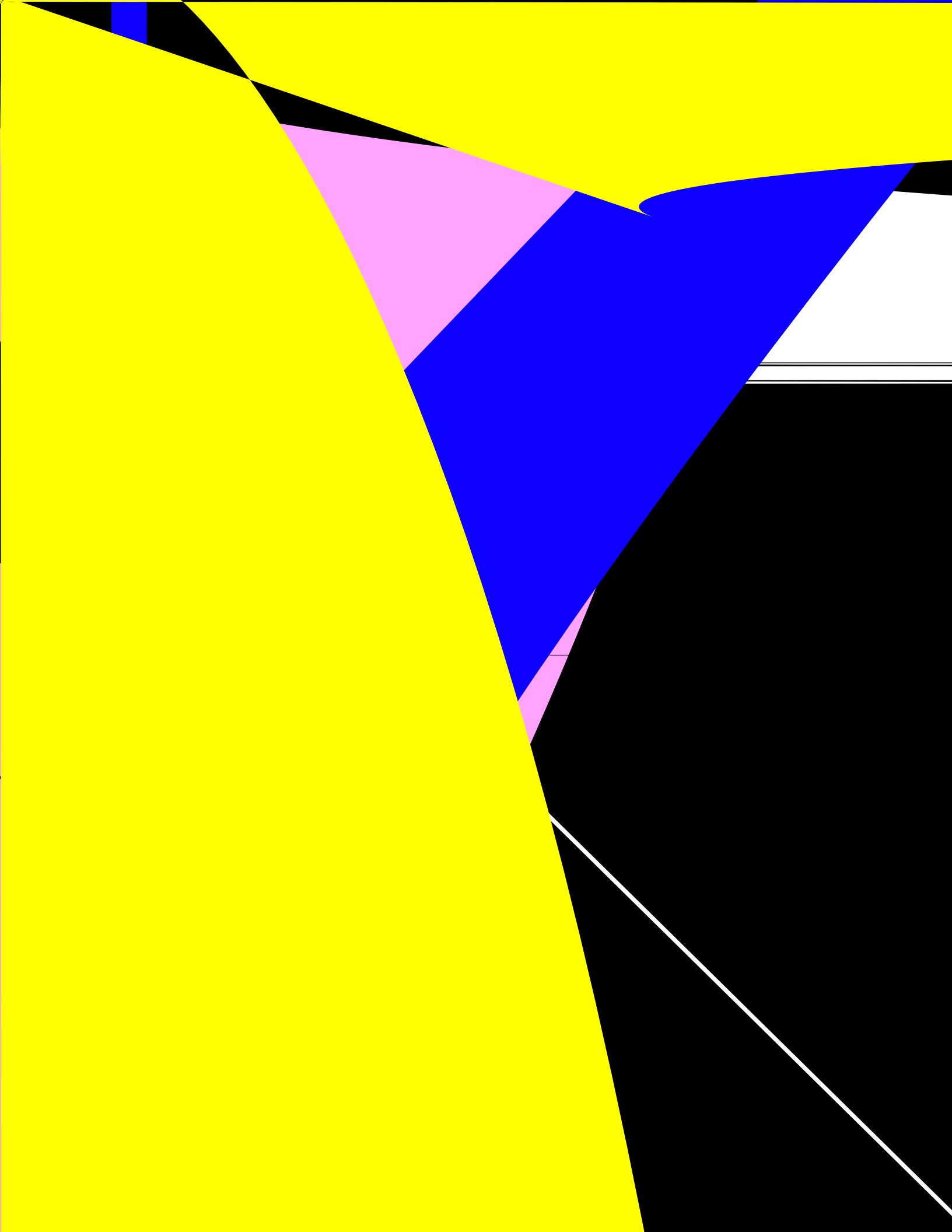
XYZ

XYZ

XYZ

XYZ

XYZ



3.4 Service Credits. To the extent describe●

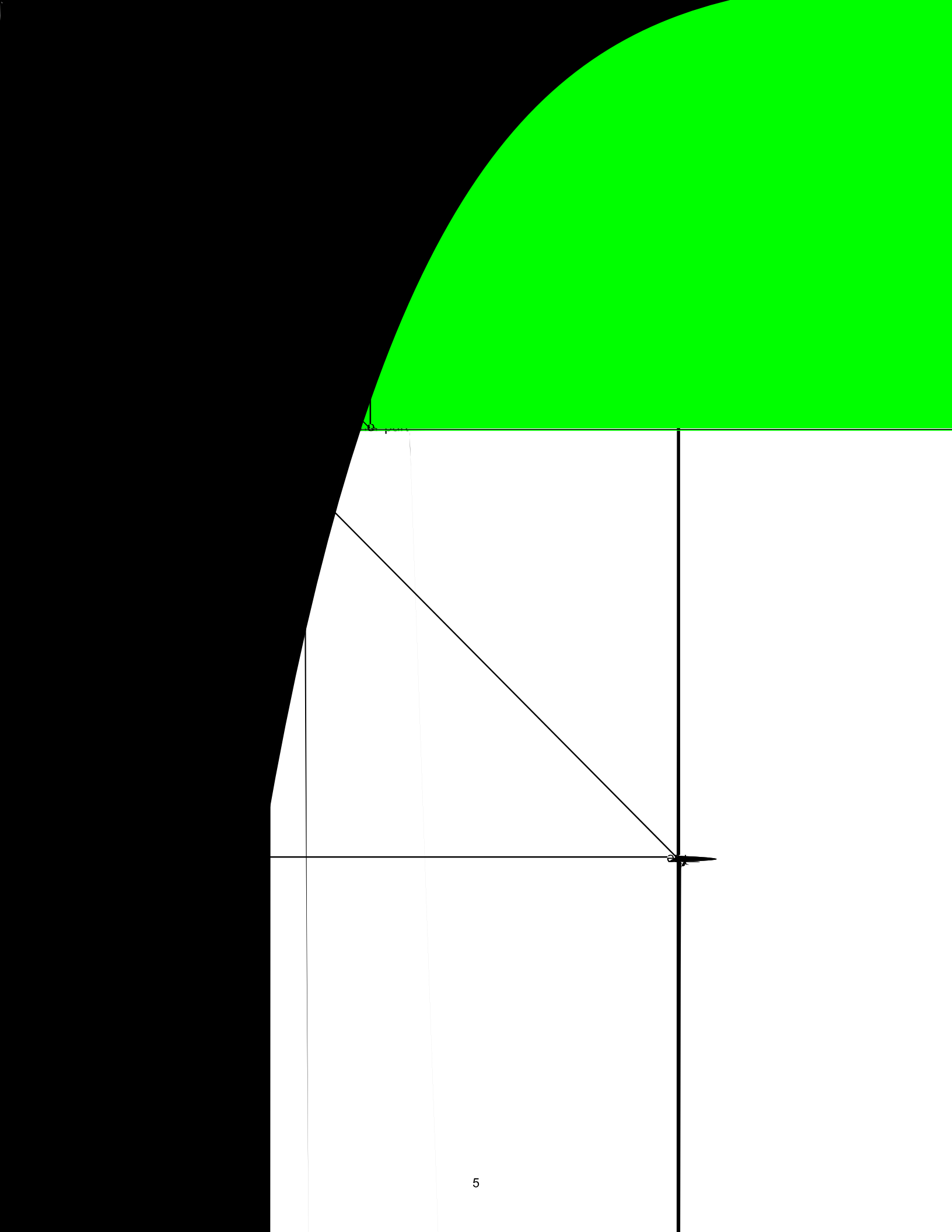
6.4 No Other Warranties. Except for the express warranties set forth herein, each party disclaims all other warranties, express and implied, including warranties of merchantability and fitness for a particular purpose or any representation, warranty, or condition from course of dealing or usage of trade.

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 Centene's Ethics Hotline at (800)345-1642 or Centene's Ethics Officer at Centene's address for notices.

SECTION 7

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1 Intellectual Property. As between Vendor and Centene, Vendor agrees that all Deliverables [including all intermediate versions and all derivatives thereof] shall be owned exclusively by Centene in any and all manner or media now known or hereafter devised in perpetuity. Such ownership shall inu



Identify
expenses

Deliverables of
misappropriate use

11.4 Amendments and Modifications

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 shipping packaging, or described on Centene'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 Centene's written consent, which Centene 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. Centene 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.

ment.

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 5.1 (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

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

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

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 _____ 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.

CENTENE CORPORATION

By: Robert Cox
Print Name: _____
Title: _____
Date: _____

Infinite Computer Solutions Inc.

By: Ashoka Tankala
Print Name: Ashoka Tankala
Title: EVP - Finance & Operations
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 Centene, the Centene 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 relating to the dispute shall be granted.

Vendor shall deposit
certificates (ACORD), All

XYZ's

XYZ,

XYZ

d. Professional Liability

e. Automobile
and

f. F

XYZ

XYZ

XYZ

XYZ

XYZ

XYZ

XYZ

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 ANTICIPATED 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: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

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"). Centene hereby designates [REDACTED] (Email: XXXXXX@XXXXX.com) as the Centene Project Manager and Vendor hereby designates [REDACTED] (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. [REDACTED] 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) **"Centene Issue"** means the failure of Centene to perform, any delay by Centene in performing, or any inadequacy in Centene's performance of, any Centene 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 Centene 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 Centene 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 Centene Issue, any suggested actions to be taken by the parties in order to reduce the impact of the Project Problem.

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 Centene 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 its Project Report and in such manner and at such time as required above, it shall be presumed for purposes of this SOW that the Project Problem is an Unidentified Project Problem as a

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 Centene Corporation

POLICY

Reimbursable Expenses (require pre-approval by Centene 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 beverage

Lodging