

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

I. Limitation on Types of Goods and Services

These Purchase Order terms and conditions shall only be used for the provision of certain types of Goods and Services, and shall not be used if any of the following terms and conditions are not met:

1. All Services and Goods provided under these terms shall be performed and provided, as applicable, in the United States; and,
2. Supplier's Services shall not include any Software-as-a-Service or software licensing other than a license for website, portal or similar Services incidental to the primary Services being contracted, and any shrink-wrap, click-wrap, browse-wrap, click-through, web-based, online or use agreements that purport to be accepted or deemed accepted by download or online acknowledgment are hereby deemed ineffective with respect to the Supplier's Services other than to permit Company's use of the website, portal or similar; and,
3. Supplier shall not host any applications or environments for Company; and,
4. Supplier shall not use subcontractors; and,
5. Supplier shall not have any access to Company's computing network, either directly or remotely; and,
6. Services shall not involve the creation of any intellectual property; and,
7. Services shall not involve the creation, receipt, maintenance or transmission of protected health information (PHI) as defined under HIPAA, personally identifiable information, credit or debit card information or data classified by Company as "confidential" or "highly confidential"; and,
8. Services shall not include the delivery of direct or indirect medical care or clinical Services; and,
9. Services and Goods provided under these terms shall not be used for government contracts.

II. Terms and Conditions

Supplier represents and warrants that the Goods and/or Services being provided under this Purchase Order comply with the scope limitations as outlined above and that any failure of the Supplier to adhere to such limitations in supplying Goods or Services to Company shall constitute a material breach of this Purchase Order.

1. **Applicable Terms.** Purchase of Goods and Services by Cigna Corporate Services, LLC ("**Company**") placed through this purchase order ("**Purchase Order**") may be accepted by supplier/vendor/contractor ("**Supplier**") only in accordance with the Terms hereof, unless the parties have entered into a mutually executed written master agreement stating applicable terms and conditions ("**Master Agreement**"). If this Purchase Order references that it is part of a Master Agreement (or accompanying Statement of Work), then the terms and conditions of such Master Agreement shall govern. The term "Goods" refers to all goods, articles, materials, parts, accessories and other goods purchased by Company hereunder, and unless the context otherwise requires, also includes installation and other services related to the goods which Supplier may agree to provide ("**Goods**"). The term "Services" refers to all services of any nature whatsoever ordered by Company ("**Services**"). This Purchase Order is an offer to contract under the terms of this Purchase Order along with these terms (collectively, the "**Terms**") as of the order date.
2. **Supplier Acknowledgment.** Company's obligations herein are expressly conditional on Supplier's assent to the additional or different terms contained herein, or the superseding terms of a Master Agreement. Supplier may accept this Purchase Order by notice to Company, commencement of work, shipment of Goods, or furnishing the Services. Supplier's acknowledgment form or other written documentation will also act as an acceptance if it agrees with this Purchase Order with respect to the description, amount, price and time of delivery of the Goods or Services. Any different or additional pricing or terms in Supplier's quotations, acknowledgements, or scope of Services unless specifically accepted in writing by Buyer are hereby rejected.

AN ATTEMPTED ACKNOWLEDGMENT, WHETHER WRITTEN OR ORAL IN NATURE, OF THIS PURCHASE ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER IS NOT BINDING UPON COMPANY UNLESS SPECIFICALLY ACCEPTED BY COMPANY IN WRITING AND COMPANY HEREBY OBJECTS THERETO.

3. **Purchase Order Acknowledgment and Shipment.** Supplier shall acknowledge this Purchase Order immediately advising Company of when shipment will be made and confirming method of shipment. Unless otherwise agreed, time is of the essence and immediate shipment is required. Supplier shall notify Company at once of any delay. If a Purchase Order does not meet Supplier's minimum billing requirements, Supplier shall promptly notify Company, in which event Company, reserves the right to either cancel or increase Purchase Order.
4. **Affiliated Companies/Delivery/Title.** Supplier acknowledges that Company is entering into these Terms for its own benefit as well as the benefit of its present and future Affiliated Companies. As used herein, "Affiliated Companies" includes (a) any and all entities affiliated with Company now or in the future, meaning entities that control, are controlled by or are under common control with Company, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities or other ownership interests, by contract, or otherwise, and (b) such other entities that Company designates to

Supplier from time to time, including joint ventures or similar arrangements of or including Company or any of its affiliated companies ((a) and (b) collectively, each an **"Affiliated Company"**). For the avoidance of doubt, under this Section, Company may designate an unrelated third party entity not under common control with Company as an "Affiliated Company" eligible to receive Goods or Services from Supplier under this Purchase Order. All references to Company hereunder shall be construed to include receipt and use of the Services and Goods by Affiliated Companies, at Company's option and at no additional charge. Each Affiliated Company receiving or using the Services or Goods, or otherwise providing Supplier with access to its premises, information systems, or Confidential Information (as defined below) is and shall be a third party beneficiary of these Terms, with full right to enforce these Terms as though a signatory hereto, and all rights, remedies, and protections afforded to Company under these Terms are intended and shall be deemed to extend to such Affiliated Companies. Additionally, Company shall be entitled to enforce the terms of these Terms on behalf of any such Affiliated Company. Supplier will package and handle Goods so as to protect them from loss or damage and in accordance with good commercial practices. Supplier will mark Company's order numbers on all packages, bills of lading and shipping orders and will include in each package a packing slip describing the Goods and quantities contained in such package. Supplier will deliver the Goods as specified in these terms or otherwise as directed by Company. Supplier will not deliver in advance of schedule or make partial delivery unless authorized by Company in writing. Supplier will promptly notify Company if Supplier's timely performance under these terms is delayed or likely to be delayed. Any acknowledgement by Company of such notice does not constitute a waiver of Company's rights under these Terms. Supplier will be responsible for all packaging, storage, shipping and delivery charges, including customs, duties, costs, taxes and insurance. Title to, and risk of loss of, the Goods will pass to Company upon completion of delivery.

5. **Inspection.** Company may inspect the Goods at the site of manufacture or after delivery. Such inspection does not constitute acceptance of the Goods or a waiver of any of Company's rights under these terms. Nothing contained in these terms will relieve Supplier of its obligations to test, inspect and control the quality of the Goods delivered to Company.
6. **Acceptance.**
 - a. **Goods.** Company may at any time after completion of delivery reject the Goods (in whole or in part) that are defective, do not conform to these terms, are not in full accordance with Company's instructions, specifications, drawings, designs, including Goods delivered before/after the delivery date specified in the Purchase Order and Goods supplied in excess of quantities ordered. At Company's option, Company may (a) return such defective or non-conforming Goods to Supplier for refund, credit or replacement or (b) require Supplier to repair such defective or non-conforming Goods. Alternatively, Company may accept the defective or non-conforming Goods conditioned upon Supplier providing a refund or credit in an amount Company reasonably determines to represent the diminished value of such defective or non-conforming Goods. If Supplier fails to cooperate with Company in a timely manner, Company may also replace any defective or non-conforming Goods from any other source and Supplier will reimburse Company for any incremental costs incurred by Company in connection with making such replacement. Such Company's remedies are in addition to any and all other remedies that may be available to Company at law or in equity. Company's count as to the quantity of the Goods delivered will be final and conclusive on all shipments that are not accompanied by a packing slip describing the Goods and the quantities delivered.
 - b. **Services.** Should Supplier fail to provide Services up to Company's standards, Supplier shall reperform said Services or reimburse Company its costs in acquiring adequate replacement Services from a third party, in Company's sole option. Such Company's remedies are in addition to any and all other remedies that may be available to Company at law or in equity.
7. **Return of Rejected Goods.** Company will hold any Goods rejected at Supplier's expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will be responsible for all return shipping and delivery charges incurred by Company.
8. **Changes.** Company may at any time, by written notice, make changes in: (i) drawings, designs, or specifications, (where the Goods to be furnished are to be specially manufactured for Company in accordance therewith); (ii) method of shipment or packing; and (iii) time or place of delivery. If any such changes cause an increase or decrease in the cost of, or time required for, performance of this Purchase Order, Supplier shall advise Company of such increase or decrease. Company shall in turn advise Supplier if it agrees that an adjustment will be made in the price or delivery schedule, or both.
9. **Time is of the Essence.** Time is of the essence for the delivery of Goods and performance of Services in this Purchase Order.
10. **Prices; Taxes.** Supplier represents and warrants that the prices for the Goods and Services are not less favorable than those extended to any other customer during the same timeframe for the same or similar Goods or Services in similar quantities under the same or substantially equivalent terms and conditions. Unless otherwise specified in these terms, the price for Goods and Services include all applicable taxes, duties and other charges, including shipping and delivery charges, and Company will not be responsible for any amount above the total amounts stated in the Purchase Order. To the extent Supplier is required to collect sales, use, or other like taxes imposed by any federal, state or local governmental taxing authority based upon or measured by the prices charged for the Goods or Services, Supplier will separately state the amount of such taxes due on its invoices to Company and identify the applicable governmental taxing authority. Supplier will be responsible for all other taxes not specified above, including taxes based upon its own income and any taxes or amounts in lieu thereof. Company and Supplier will cooperate with each other to accurately determine Company's tax liability and to minimize such tax liability to the extent legally permissible.

Supplier will cooperate with Company in pursuing refund claims, including any related litigation or administrative procedures. In the event that the appropriate tax authority determines that all or a portion of the taxes collected from Company is not due, Supplier will, after good faith consideration of Company's preference and applicable laws, either (a) promptly remit to Company an amount equal to any refund, credit or offset received or (b) assign its right to a refund, credit or offset to Company.

11. Invoicing; Payment.

- a. **Goods.** Supplier will submit detailed invoices for the amounts due under the Purchase Order upon completion of delivery. Any undisputed and properly prepared invoices will be due and payable within 90 days after Company's receipt and approval.
- b. **Services.** Supplier will provide the Services described in the Purchase Order. Company will pay Supplier the fee set forth in the Purchase Order provided that the Services are satisfactorily performed and completed as determined by Company in its sole discretion. For Services provided on a time and materials basis, if applicable, Company shall pay Supplier in accordance with the hourly rates set forth in the attached rate card. Company will reimburse Supplier for its actual, reasonable out-of-pocket expenses only if specified herein, authorized in writing and consistent with Company's "Non-Employee Travel and Related Expenses Policy" made available at <http://www.cigna.com/suppliercommunity/non-employee-travel-and-related-expenses.html> (as may be updated from time to time). Supplier agrees that it will not be entitled to any additional compensation or perform any other Services unless Supplier has received prior written authorization from Company. Supplier will submit detailed invoices for the fees and any reimbursable expenses. Any undisputed fees and expenses will be due and payable within 90 days after Company's receipt and approval.
- c. **For Goods and Services.** Payment for Goods and Services does not constitute acceptance of such Goods and Services or a waiver of any of Company's rights under these terms. Company will not pay invoices issued more than six months after delivery of Goods or the fees or reimbursable expenses for Services have been incurred. Company reserves the right to offset against payments due Supplier any amounts owed by Supplier to Company. In the event of a fee dispute, Company will pay any undisputed amounts to Supplier and unless otherwise requested by Company, Supplier will continue to perform the Services. The parties will cooperate in good faith to resolve any such fee dispute.

12. Representations and Warranties

a. Warranty for Goods and Services

- i. **Goods.** Supplier represents and warrants that the Goods provided (a) conform to these terms and all applicable samples, drawings, standards, specifications, performance criteria and other documentation of such Goods, (b) are of first class quality and free from defects in material and workmanship, (c) are safe, merchantable, and fit for the purposes for which they are intended, (d) are properly contained, packaged, marked and labeled, (e) are not subject to any liens, encumbrances, security interests or other third party claims and, (f) do not infringe upon or misappropriate the intellectual property of any third party. Supplier hereby assigns to Company any manufacturers' warranties on the Goods to be provided under the Purchase Order.
 - ii. **Services.** Supplier represents and warrants that it will perform the Services in a good, professional and workmanlike manner, using that degree of skill and care as would a prudent supplier performing similar Services under similar circumstances and in compliance with all applicable laws and regulations (including but not limited to safety and health standards and U.S. Department of Labor regulations dealing with equal employment opportunity obligations of government contractors and subcontractors). Supplier further represents and warrants that it is either the owner of or has obtained the license rights and authorizations as necessary to provide the Services.
- b. **Compliance with Laws.** Supplier further represents and warrants that it will comply with all applicable federal, state, local and other laws, rules and regulations, ordinances, decrees, orders, codes and requirements ("Laws") that relate to the Goods or Services provided under the Purchase Order, including obtaining all licenses or permits that may be required in connection with its obligations under the Purchase Order. Without limiting the previous sentence, Supplier represents and warrants that it will comply with, and require its subcontractors used to provide Goods or Services in the Purchase Order (if any) to comply with, as applicable, the following:"
- i. **Equal Opportunity/Affirmative Action.** As used in this section, Supplier is referred to as "contractor" and any of its subcontractors are referred to as "subcontractor." **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

- ii. **Notice of Employee Rights Under Federal Labor Laws.** Company incorporates into this Agreement by reference, and Supplier shall comply with, as applicable, the obligations regarding the notice of employee rights under federal labor Laws found at 29 CFR Part 471, Appendix A to Subpart A, and Supplier shall likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.
- iii. **Notice of the Obligation to Complete a VETS-4212 Report Under 41 CFR Part 61-300.** For contracts of \$150,000 or more, Supplier and Subcontractors shall file VETS-100A reports by September 30 of each year, or any applicable extension deadline that VETS announces.
- iv. **Trafficking in Persons.** The U.S. government has adopted a zero-tolerance policy regarding trafficking in persons. The nine prohibitions of 48 C.F.R. Section 52.222-50(b) are hereby incorporated by reference as if they were set out in full herein. If any Supplier or subcontractor has a contract to provide Company or any of its Affiliated Companies with non-COTS supplies acquired outside the U.S., or is engaged to provide services to Company or its Affiliated Companies to be performed outside the U.S., and the contract has an estimated value that exceeds \$500,000, the provisions of 48 C.F.R. Section 52.222-50(h) regarding a Compliance Plan are hereby incorporated by reference and Supplier and Subcontractors shall comply with such requirements.
- c. **No Conflicts.** Supplier represents and warrants that (i) the performance of Supplier's obligations under these Terms does and will not conflict with or result in a breach of any other agreement to which Supplier is a party; (ii) in connection with the Goods or Services provided under the Purchase Order Supplier, its employees, agents and representatives have not and will not give to any of Company's employees or agents and have not and will not receive from any third party recommended by Supplier to Company any commissions, payments, rebates, kickbacks, gifts or entertainment of significant value, or Services or Goods sold at less than full fair market value; and (iii) neither Supplier nor any of its employees, agents or representatives are a partner, partial owner, shareholder or holder of any beneficial interest in any such recommended third party except as disclosed to Company prior to making such recommendation.
- d. **Anti-Corruption Laws.** Supplier represents and warrants that Supplier will comply with the Foreign Corrupt Practices Act of 1977 (as amended), and any comparable Laws in any country from or to which Services or Goods are provided by Supplier, any of its subcontractors, or their respective affiliates or agents (collectively, "Anti-Corruption Laws") and that it has not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government. A government official or employee includes employees of regulatory bodies, employees or officials of public international organizations, employees of partially or wholly government-owned institutions such as hospitals and clinics, universities, public utilities, partially or wholly government-owned corporations, schools, convention centers and stadiums. In carrying out its obligations under these Terms Supplier represents and warranties that no payments or transfers of anything of value will be made which have the purpose or effect of unlawful public or private bribery, or acceptance of or acquiesce in extortion, kickbacks, or other unlawful or improper means of obtaining business. Supplier agrees that in no event will Company be obligated under these Terms to take any action or omit to take any action that Company believes in good faith would cause it to be in violation of any applicable Laws, including any Anti-Corruption Laws
13. **Insurance.** Supplier will maintain, at its own expense, the following minimum amounts of insurance during the term of the Purchase Order: (a) commercial general liability insurance (including bodily injury, property damage, products and completed operations liability and contractual liability) with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) statutory worker's compensation insurance in accordance with applicable Laws; (c) automobile liability insurance covering all vehicles owned, non-owned, hired and leased when utilized in performance of activities to which the Purchase Order pertains, with a combined single limit for bodily injury and property damage of not less than \$1,000,000; (d) umbrella or excess follow-form insurance with a limit of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; (e) all-risks property insurance covering Company property (including valuable articles, papers and electronic data processing equipment) in Supplier's care, custody, control or possession or property-in-transit, in an amount of not less than the replacement cost of such property. Supplier's insurance will extend to cover damages arising out of Supplier's negligence, wrongful acts, errors or omissions or that of any individual when acting under Supplier's supervision, direction, or control. Supplier's insurance coverage will be primary and non-contributory with respect to any insurance maintained by the Company. Supplier and its insurers will waive all rights of subrogation against Company for any benefits under Company's insurance programs. Company will be included as an additional insured under Supplier's commercial general liability and automobile liability insurance policies. Upon request and within 15 days of renewal of the insurance policies required in these Terms, Supplier will provide, ACORD® certificate(s) of insurance or similar industry standard documentation, evidencing the insurance required in these Terms.
14. **Indemnity.** Supplier will indemnify, defend and hold harmless Company, the Affiliated Companies and their respective officers, directors, employees, agents, successors and assigns from and against any claims, causes of action, suits, investigations, and administrative or other proceedings, and all related demands, damages, liabilities, fines, penalties, assessments, costs and expenses (including attorneys' fees), which is caused by, on account of, as a result of, or arises out of (a) the provision of Services, (b) Supplier's breach of any of its representations, warranties, or obligations under these Terms or (c) any negligent acts or omissions or willful misconduct of Supplier, its employees, agents, and/or representatives. If any Goods or any deliverable or other component of the Services (each, an "Infringing Item") provided under the Purchase Order become or are likely to become the subject of an infringement or misappropriation claim, Supplier will, in addition to its

indemnification obligations and to Company's other rights, promptly take the following actions at Company's option and at no additional charge to Company: (i) procure for Company the right to continue using Infringing Item; (ii) replace or modify such Infringing Items to make them non-infringing, provided that the replacement or modification will not degrade their capacity or performance; or (iii) remove such Infringing Item at Supplier's expense and reimburse Company for all amounts paid. Upon demand, Supplier agrees to assume on behalf of the Company the defense of any action, at law or in equity, which may be brought against the Company upon any such claim and to pay on behalf of the Company the amount of any judgment that may be entered against the Company in any such action. Supplier hereby expressly waives any immunity from suit by Company, which may be conferred by the workers' compensation laws, or any other law of any state that would preclude enforcement of the indemnification clause of these Terms by Company. Supplier further agrees to pay any reasonable attorney's fees incurred by the Company in securing compliance with the provisions of this indemnification agreement. Supplier agrees that its obligations to indemnify under this section are distinct from, independent of, and not intended to be coextensive with its duty to procure insurance required herein.

15. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE LIABLE TO SUPPLIER, WHETHER IN CONTRACT OR IN TORT, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR (B) ANY PUNITIVE DAMAGES (TO THE EXTENT SUCH EXCLUSION IS ALLOWED UNDER APPLICABLE LAW). COMPANY'S LIABILITY ON ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PURCHASE ORDER WILL IN NO EVENT EXCEED THE PRICE PAID AND ALLOCABLE TO THE GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.
16. **Right to Audit.** Supplier will (a) keep accurate books and records, (b) maintain such books and records in accordance with U.S. industry standard accounting principles and practices, and (c) make such books and records available during the Term and for a period of six years after the Term has ended, for inspection, examination, and audit by Company and its authorized representatives.
17. **Protected Health Information.** Supplier shall not request or require that Company disclose any Protected Health Information (as defined in 45 CFR 164.501) in connection with Supplier's performance under these Terms, and shall use all appropriate safeguards to prevent use or disclosure of Company Protected Health Information. In the event Supplier does use or Company does disclose Protected Health Information to Supplier, Supplier shall report to Company any use or disclosure of Protected Health Information of which it becomes aware, and shall not further use or disclose such Protected Health Information. Company may require Supplier to execute a Business Associate Agreement acceptable to Company if use or disclosure of Protected Health Information occurs.
18. **Term and Termination** The term of the Purchase Order will commence on the Effective Date and continue until completion of delivery and acceptance of the Goods and Services by Company. Company may terminate the Purchase Order in whole or in part (a) for cause in the event of Supplier default, such as no delivery, late delivery, delivery of nonconforming or defective Goods or Supplier's failure to provide Company, upon request, with reasonable assurances of future performance; (b) in the event of the filing of a petition in voluntary bankruptcy or an assignment for the benefit of Supplier's creditors, or upon other action taken or suffered, voluntarily or involuntarily, under any Laws for the benefit of debtors by Supplier, except for the filing of a petition in involuntary bankruptcy that is dismissed within 30 days; and (c) in the event of a change of control of Supplier. In addition, Company may terminate the Purchase Order in whole or in part at any time for convenience. Upon notice of termination, Supplier will cease or wind down provision of Goods or the performance of Services under the Purchase Order as requested by Company. In the event Services are terminated, Supplier will be compensated for Services satisfactorily rendered to the date these Terms are so terminated.
19. **Survival.** Those obligations or responsibilities contained in these Terms that are continuing in nature will survive the expiration or termination of the Purchase Order.
20. **Confidentiality.** Supplier, its employees, agents and representatives will treat all information, in any form, received from Company or prepared by Supplier, whether prior or subsequent to the Effective Date, as proprietary and confidential. Without Company's prior written consent, Supplier will not disclose any such information to any third party or use such information for any purpose other than fulfilling the Purchase Order. If the parties have executed any other written agreement relating specifically to confidentiality and nondisclosure ("**NDA**"), such NDA will be made part of these terms and if the term of such NDA expires before the expiration or termination of the Purchase Order, then the term of NDA will be automatically extended to match the term of the Purchase Order. If the provisions of these Terms conflict with the NDA, the NDA will control except where these Terms makes express reference to this provision.
21. **Proprietary Information.** All proprietary information of Company or its affiliates made available to Supplier by virtue of these Terms and not generally available to the public shall be treated as confidential to Company and its affiliates, and Supplier shall use the same care and discretion to avoid disclosure of such information as it uses with its own similar information that it does not wish to disclose. Supplier and its agents shall not disclose such information to any third party without prior written consent of Company or its affiliates. Any and all materials required to be created by Supplier for Company's use hereunder shall be and remain the exclusive property of Company and shall be deemed "work made for hire." Supplier hereby conveys, transfers, and assigns to Company all right, title and interest to such materials effective upon creation and without further consideration, whether or not such materials are deemed "work made for hire" under the U.S. Copyright Act of 1976. Supplier will promptly disclose any such material to Company and provide Company all assistance reasonably required to perfect Company's rights hereunder.

22. **Use of Name; Publicity.** Supplier will not use or register the trademarks, service marks or trade names of Company or any Affiliated Company in connection with any of Supplier's products, Services or publications, including publicity, advertising or marketing materials, without Company's prior approval documented in a separate Trademark License Agreement between the parties. Company may disclose to prospective or current clients that Supplier is a Supplier of Company and a description of the Goods provided.
23. **Company Policy Compliance.** In performance of obligations under this Purchase Order, Supplier agrees to comply with and require its employees, subcontractors and agents to comply with Company's Supplier Code of Conduct, as well as Company's policies, rules and directions regarding safety, security and appropriate conduct on Company's premises or delivery points and toward Company's employees. Company's Supplier Code of Conduct can be found at: <http://www.cigna.com/assets/docs/about-cigna/cr/supplier-code-of-ethics.pdf>. Supplier shall be responsible for notifying any of Supplier's parent, subsidiary and affiliated companies of this Supplier Code of Conduct and its expectations.
24. **Subcontracting; Assignment.** Supplier will not subcontract, transfer, assign or delegate these Terms in whole or in part without Company's prior written consent. Any attempted subcontracting, transfer, assignment or delegation in contravention of the preceding sentence will be void.
25. **Independent Contractor.** The status of Supplier, its employees, agents and representatives is that of an independent contractor and not that of a servant, agent, or employee of Company or any Affiliated Company. Neither Supplier nor any of its employees, agents and representatives will hold itself out as, or claim to be acting as, an employee, agent, or servant of Company or any Affiliated Company. Supplier is not authorized to and will not make any agreements or representations on behalf of Company or any Affiliated Company.
26. **Remedies Cumulative; Waiver; Claims.** No right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under these Terms or applicable Laws. No delay or failure by either party to exercise any of its rights or remedies under these Terms will operate as a waiver of such right or remedy. A waiver by any party of any breach will not be construed to be a waiver of any subsequent breach. Company, and not Cigna Corporation, shall be the party to these Terms, notwithstanding anything to the contrary in Supplier's proposal or communications. Any claims that Supplier may have against any Cigna entity affiliated with Company will be brought solely against Company and not against any such Company affiliate. Any claims Supplier may have against a third party entity not under common control with Company designated under Section 4 as eligible to receive Goods or deliverables from Supplier shall be brought against such third party and not against Company or an affiliate of Company.
27. **Governing Law; Dispute Resolution; Jurisdiction; Venue; Waiver of Jury Trial.** These Terms will be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The parties shall attempt in good faith to resolve any controversy, dispute, claim or question arising out of or relating to these Terms ("Controversy") promptly by negotiation, provided that nothing herein shall be construed to limit, modify or negate the rights and remedies provided to the parties elsewhere in these Terms (including termination rights) or available to the parties at law or in equity. Any legal action, suit or proceeding arising out of or with respect to these Terms shall be brought solely and exclusively in the United States District Court for the Southern District of New York unless that Court declines or lacks jurisdiction, then the courts of the Supreme Court of the State of New York, New York County Manhattan, Commercial Division. Each party irrevocably accepts the exclusive jurisdiction of the courts specified above and waives any objection to the laying of venue of any such actions, suits or proceedings brought in the courts specified above. Each party further irrevocably consents to the service of process from any of the courts specified above by mailing copies thereof by registered or certified mail, postage prepaid, to such party with such service of process to become effective 10 days after such mailing. Supplier hereby agrees that Company or its affiliates may enforce a judgment, lien, injunction or other remedy or relief against Supplier in any court of competent jurisdiction.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (B) IT HAS BEEN INDUCED TO ENTER INTO THESE TERMS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

28. **Government Contracts.** For orders and subcontracts issued under prime contracts between Express Scripts Holding Company (or any of its direct or indirect subsidiaries) ("ESHC") and the United States Government or subcontracts at any tier under United States Government contracts (whether ESHC is the prime contractor or a subcontractor at any tier, directly or indirectly), (i) the provisions located at the following URLs <http://www.expresscripts.com/aboutus/supplier/govflowdown.pdf> (for Services supporting ESHC's contract with the Department of Defense) and <http://www.express-scripts.com/aboutus/supplier/federalEmployeeHealthBenefitsPlan.pdf> (for Services supporting ESHC's contract with a Federal Employee Health Benefit Plan) are incorporated herein as if fully set forth (Company will provide said provisions in hard copy upon written request; the full text may be accessed electronically at this address: <http://www.acquisition.gov/far/>); and (ii) notwithstanding the governing-law provisions hereof, applicable Laws shall be interpreted in accordance with government contract principles, and disputes will be resolved pursuant to government contract regulations. (iii) in the event of a conflict between the provisions of these Terms and applicable government contract flow-down provisions, the flow-down provisions will govern; and (iv) the Confidentiality section of these Terms does not prohibit Supplier from lawfully

reporting waste, fraud, or abuse related to the performance of a United States Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, and Supplier is encouraged to speak with a representative of Company if Supplier is aware of waste, fraud, or abuse relating to the performance of an ESHC Government contract or this Agreement.

29. **Binding Effect; Third Party Beneficiaries.** These Terms shall be binding upon and inure to the benefit of the parties, including the Affiliated Companies, in accordance with Section 4, and their respective permitted successors and assigns. Except as expressly stated herein, these Terms shall not confer any rights or benefits upon any third party.
30. **Entire Agreement; Severability.** These Terms constitutes the entire agreement between the parties with respect to the Goods and Services specified and supersedes all prior communications and understandings concerning such Goods and Services. If any provision of these Terms are held by a competent adjudicator to be unenforceable, then the remaining provisions of these Terms, if capable of substantial performance, will continue in effect.