



### Standard Purchase Order Terms and Conditions

The following Standard Purchase Order Terms and Conditions (“Terms”) only apply to transactions that do not have a written agreement, duly executed by both parties. If there is a written agreement between the parties, then those terms shall govern the transaction between the parties.

In the absence of a written agreement between the parties, then these Terms provide you (“Supplier”) with the legal stipulations for the purchase order (“Purchase Order”) with MultiPlan, Inc. d/b/a Claritev, Inc., on behalf of itself and its subsidiaries (“Company”) for the products and/or services that are described on the Purchase Order.

1. Acceptance and terms and conditions. Supplier’s full or partial performance under this Purchase Order will constitute acceptance of these Terms. No additional or different terms expressed in Supplier’s acknowledgement of the Purchase Order shall be effective to modify or amend the terms of the Purchase Order. The Purchase Order may be modified or amended only by a writing executed by the Company and the Supplier. Any waiver of a right hereunder must be in a writing signed by the waiving party.
2. Prices. The prices, license fees, applicable volume discount prices and/or other applicable charges (“Charges”) payable by Company for products (“Products”) and/or services (“Services”) purchased or licensed are set forth in the Purchase Order and shall be fixed for the duration of the Purchase Order.
3. Notice of Delay. Whenever any event or circumstance impacts, or threatens to impact, the timely performance of Supplier’s obligations under the Purchase Order, Supplier shall immediately notify the Company in writing of all relevant information with respect to such event or circumstance. In such event or circumstance, the Company shall have the right, in its sole discretion, to (a) request the delivery of substitute Products and/or Services available from Supplier, (b) terminate the relevant Purchase Order, (c) obtain substitute Products and/or Services from another source, or (d) await late delivery of the Products and/or Services. No such notification from Supplier or election by Company shall release Supplier from any liability.
4. Acceptance. Company, at its option, may reject and return, or retain and correct (or require Supplier to correct promptly upon notice from Company) Products that fail to conform to the requirements of the Purchase Order at Supplier’s expense. Supplier, at its sole expense, shall correct any Services that fail to conform to the requirements of the Purchase Order, promptly upon notice from the Company.
5. Title and Risk of Loss. Title to and risk of loss for Products purchased under the Purchase Order shall pass to Company upon such Company’s receipt of Products or upon delivery at the destination specified by Company in the Purchase Order. Supplier shall maintain adequate insurance to cover the loss of any Products for so long as Supplier bears the risk of loss for such Products.
6. Invoices. All invoices must reference the Claritev Purchase Order Number. Supplier shall issue a detailed invoice that explicitly states labor costs separately from product/material costs to Company for (a) amounts due for Services under the Purchase Order for Service and (b) Products delivered and accepted by Company under the Purchase Order. All payments will be made by electronic method only, which includes, but is not limited to, Automated Clearing House (ACH) Or E-check. Company shall pay the appropriate charges according to the payment term on the Purchase Order. If any portion of the invoice is disputed, the Company will notify the Supplier the reason for the dispute. Supplier shall continue to perform the Services during such dispute and both parties will work in good faith to resolve any disputed amounts as quickly as possible. Company’s preferred method of invoice receipt is via the Ariba Business Network or alternatively invoices can be sent to AccountsPayable.Mail@multiplan.com if Supplier is not registered in Ariba. Please only send invoices through one (1) channel with the Ariba Business Network being preferred. Duplicate invoices could result in delay of payment.
7. Over shipments. Company may return over shipments to Supplier at Supplier’s risk and expense for all packing, handling, sorting, and transportation.
8. Warranties. Supplier warrants that all Products delivered to Company will conform to all applicable specifications furnished by Company pursuant to the Purchase Order or otherwise communicated to Supplier, will be free from defects in material and workmanship, will be merchantable, will conform to all documentation for such Products, will be safe and appropriate for the purpose for which goods of that kind

are normally used, and will be free and clear of all liens and encumbrances. If Supplier knows or has reason to know the particular purpose for which Company intends to use the Products, Supplier warrants that such Products will be fit for such particular purpose. With respect to any Product licensed to Company, Supplier warrants that it has all necessary rights to license such Product to such Company. Supplier warrants that Supplier shall perform all Services in a professional manner using qualified personnel and in accordance with the highest standards of Supplier's industry; that Supplier has the expertise necessary to provide the Services; and that such Services will strictly conform to the Company's instructions and specifications set forth in the applicable Purchase Order or otherwise communicated to or provided by Supplier. Supplier shall provide and assign all manufacturers' warranties, including, without limitation, service and repair warranties for Products without charge to Company.

9. **Termination.** Company may terminate the Purchase Order for convenience and without cause at any time by giving Supplier at least ten (10) days' prior written notice. Company may terminate the Purchase Order immediately if: (a) Supplier breaches a material term of the Purchase Order and fails to cure such breach within thirty (30) days after receipt of written notice from Company; (b) Supplier (i) goes into bankruptcy; (ii) voluntary or involuntary dissolves or is declared insolvent; (iii) makes an assignment for the benefit of creditors; or (iv) suffers the appointment of a receiver or trustee over all or substantially all of its assets; or (c) the Services are deemed to violate any applicable law or order.
10. **Infringement.** Supplier agrees to indemnify and hold harmless and defend Company from any and all liability, expense (including reasonable defense costs and reasonable legal fees), claims, damages, and losses (collectively, "Losses") arising from or in connection with any claims of infringement of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of Products provided to any Company or based upon performance of the Services by Supplier. If any item that constitutes, is a part of, or is used by Supplier to provide the Products or the Services becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, Supplier shall, in addition to indemnifying Company and to the other rights the Company may have at law, in equity or otherwise, promptly take the following actions at no additional charge to such Company and in the listed order of priority: (a) secure the right to continue using the item; (b) replace or modify the item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Products or the Services; or (c) remove the item from the Products or the Services and refund the relevant Company all fees and charges associated with such Product or Services.
11. **Assignment.** Supplier shall not assign the Purchase Order for any reason whatsoever without the prior written consent of Company. Company may assign its rights and obligations under the Purchase Order without the approval of Supplier to any subsidiary, affiliate or related entity of Company.
12. **Compliance with Laws.** Supplier agrees that in carrying out its duties and responsibilities under these Terms, it shall not undertake or cause, or permit to be undertaken, any activity which either: (i) is illegal under any applicable laws or orders; or (ii) has the effect of causing Company to be in violation of any applicable laws or orders.
13. **Indemnification.** Supplier agrees to indemnify and hold harmless and defend Company, including its officers, directors, employees, agents, successors and assigns, harmless from (and against) all direct (or indirect) claims, reasonable expenses, liability, losses, and damages on account of Supplier's negligent or intentional wrongful acts or omissions arising from or in connection with any of the following: (i) Supplier's breach of any of its representations, warranties, covenants, or obligations hereunder; (ii) Supplier's use of any subcontractors in any aspect of providing Services and/or Products to any Company; (iii) any third party claims relating to Supplier's or any of its subcontractors' provision of Services or Products hereunder; and (iv) bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or willful misconduct of Supplier, its personnel, or its subcontractors in the performance of this Purchase Order.
14. **Limitation of Liability.** Company's aggregate liability arising from or relating to this Purchase Order is limited to the amount paid by Company for the Products and/or Services.
15. **EXCLUSION OF CERTAIN DAMAGES.** In no event shall Company or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Purchase Order or these Terms. The provisions of this Section Exclusion of Certain Damagers shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

16. Use of Name. Supplier will not use (or register) Company's trademarks, service marks, or trade names ("Marks") in connection with any of Supplier's products, services, or publications (including publicity, advertising, or marketing materials) without Company's prior approval.
17. Independent Contractor. Company and Supplier are independent contractors and are not considered servants, agents, or employees of one another. Neither Company nor Supplier will hold itself out as, or claim to be acting as, an employee, agent, or servant of the other. Supplier is not authorized to (and will not) make any agreements or representations on Company's behalf.
18. Records. Supplier will keep (and maintain) in accordance with U.S. industry standard accounting principles and practices, and make available for the inspection, examination, and audit by Company, its authorized employees, agents or representatives and auditors (collectively, the "Auditors") during normal business hours complete and accurate books and records of and supporting documentation regarding provision of the Products and Services, and shall retain for ten (10) years after final payment, as necessary to demonstrate the adequacy of Supplier's internal controls over financial reporting, business operations, information technology, vendor management, and Supplier's compliance with its obligations under these Terms and Conditions.
19. Severability. If any provision of the Purchase Order and/or these Terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
20. Waiver of Jury Trial. Both Supplier and Company hereby irrevocably waive, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort (such as negligence) or otherwise) arising out of or relating to the Purchase Order or these Terms.
21. Confidentiality. "Confidential Information" includes all proprietary information, including but not limited to: technical data, trade secrets or know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party either directly, indirectly in writing, orally or by drawings or inspection of parts and equipment. It may include information proprietary to a third party, such as (but without limitation) a party's subcontractors or third-party software suppliers. In addition, any and all information related to the disclosure of either party's business which is labeled or identified as "confidential" or "proprietary" or that the receiving party otherwise knows, or would reasonably be expected to know, that the disclosing Party considers to be confidential or proprietary or the disclosing party has a duty to treat as confidential shall be deemed Confidential Information. Supplier agrees that it shall: (i) not use any of the Confidential Information other than for the purpose of complying with the Purchase Order; (ii) not disclose any Confidential Information to any person without Company's prior written consent; (iii) retain Confidential Information in the strictest of confidence and limit internal dissemination to individuals whose duties reasonably justify the "need-to-know" such Confidential Information. No right to the Confidential Information is granted, and nothing contained in the Purchase Order or these Terms shall be construed as creating an express or implied license to use the Confidential Information for any purpose other than complying with the Purchase Order.
22. Use of Subcontractors. Supplier shall not use subcontractors without Company's written permission.
23. Insurance. Supplier shall purchase and maintain at its own cost and expense, the following insurance coverages in full force and effect during the term of this Purchase Order:
  - a. Comprehensive General Liability insurance with an insured limit of a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, covering bodily and personal insurance including death, broad form property damage including loss of use, products and completed operations, employer's liability, and blanket contractual liability;
  - b. Professional Liability insurance for Errors and Omissions covering liability for loss or damage due to an act, error, omission, or negligence, with a limit per event of a minimum of two million dollars (\$2,000,000) per wrongful act/claim and two million dollars (\$2,000,000) in the aggregate. If the form of the insurance described above is "claims made," appropriate tail coverage shall be

purchased by Supplier to insure continuing coverage against applicable claims made against a party after the expiration of such insurance; and

- c. For technology contracts, Network Security and Privacy Liability insurance covering actual or alleged acts, errors or omissions committed by Supplier, its employees, contractors or agents with a limit of \$2,000,000 per wrongful act/claim and \$2,000,000 in the aggregate. The policy shall expressly provide, but not limited to, coverage for the following perils: (i) unauthorized use/access of a computer system or database; (ii) defense of any regulatory action involving a breach of privacy or similar rights; (iii) failure to protect from disclosure, information that is deemed confidential by law or agreement (including both personal and commercial information); and (iv) notification and remedial action costs in the event of an actual or perceived computer security or privacy breach, whether or not required by statute. Such insurance shall extend to cover damages arising out of erroneous acts, errors or omissions of any individual when acting under Supplier's supervision, direction, or control. Such insurance shall provide coverage on a worldwide basis. If the form of the insurance described above is "claims made" such insurance shall be maintained for a period of not less than three (3) years. If such insurance is cancelled, appropriate tail coverage shall be purchased by Supplier to insure continuing coverage against applicable claims made against a party after the expiration of such insurance for the balance of the required three (3) years.
  - d. Upon request, Supplier shall submit relevant certificate(s) of insurance to Company as evidence that the specified forms and endorsements are in force. Such certificate(s) shall include a clause obligating the insurer(s) to give not less than thirty (30) days prior, written notice of any material change in, cancellation of, or intent not to renew the insurance.
24. Notices. All notices shall be in writing and must be: (a) delivered in person; (b) sent by registered mail, return receipt requested; or (c) sent overnight by a nationally recognized air courier to Company at: Claritev, Inc., 16 Crosby Drive, Attn: Legal Department, Bedford, Massachusetts 01730, and to the Supplier at the address set forth on the front page of the Purchase Order, unless otherwise noted.
  25. Governing Law and Jurisdiction. The Purchase Order and these Terms shall be governed by the laws of the State of New York, without giving effect to the conflicts of law provisions thereof. Both parties hereby consent to the jurisdiction of the New York State and Federal courts and agree that any dispute hereunder shall be resolved exclusively by such courts.
  26. Survival. Notwithstanding any termination of the Purchase Order, all provisions by their sense or nature, which should survive termination of the Purchase Order (including without limitation: all limits of liability, indemnity obligations, confidentiality obligations and security provisions, as applicable) shall survive termination.
  27. Entire Agreement. Provided there is no written agreement, duly executed by both parties, applying to the transaction, this Purchase Order shall constitute the entire agreement between the parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.