Master Services Agreement

This Master Services Agreement is made on June 21st, 2017 (the "Effective Date") between Coriell Life Sciences, Inc., a Delaware corporation with its principal place of business at 4747 South Broad Street, Building 101, Ste 222, Philadelphia PA 19112 ("CLS") and the Teachers' Retirement System of the State of Kentucky, with its principal place of business at 479 Versailles Road, Frankfort, Kentucky 40601 ("TRS").

(The capitalized terms used in this Agreement, in addition to those above, are defined in section DEFINITIONS.)

1. Services. CLS shall provide TRS with the services, software and, deliverables set forth in the Statements of Work (the "Services").

2. Statements of Work

- 2.1. Contents of Statements of Work. The parties shall describe the Services to be provided under this Agreement in statements of work (each, a "Statement of Work"), which shall include the following:
- (a) a full description of the particular Services provided under the Statement of Work,
- (b) the number of CLS's personnel who will be assigned to provide the particular Services,
- (c) key CLS personnel the parties agree are crucial to the provision of the particular Services (each one a "Key Personnel"),
- (d) the applicable Fees and fee schedule, including any milestones and milestone payments if applicable, for the particular Services,
 - (e) the service levels and acceptance criteria for the particular Services,
 - (f) any materials the parties will provide for the particular Services,
 - (g) a timeline for providing the particular Services, and
- (h) a unique identification number for the Statement of Work and explicit reference to this Agreement.
- 2.2. Integration. A Statement of Work that is signed by both parties, properly marked with a unique identification number, and refers explicitly to this Agreement, will be deemed an integrated part of this Agreement.

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- 2.3. Severable. The parties may terminate any individual Statement of Work in accordance with its terms and this Agreement without affecting the remaining Agreement or any other Statement of Work.
- 2.4. Conflict of Terms. If there is a conflict between the terms of this Agreement and any Statement of Work, the Statement of Work will control.

2.5. Changes to Statements of Work

- (a) Proposing Changes. Either party may propose changes to the Services, Fees, or schedule of a Statement of Work by giving written notice to the other party.
- (b) Finalizing Changes. If the parties agree to change the Services, Fees, or schedule of a Statement of Work, the parties shall cooperate to execute a written amendment to the relevant Statement of Work detailing the changes.

2.6. Additional Statements of Work

- (a) Request Additional Services. TRS may request additional services by written notice to CLS reasonably detailing the requested services.
- (b) Assess the Request. Promptly after receiving a request for additional services from TRS, CLS shall:
- (i) assess the request to determine if there are circumstances preventing it from providing the services, and
- (ii) if there are no circumstances preventing it from providing the requested services, provide TRS with estimated Fees and timeline for the requested services.
- (c) Execute New Statement of Work. If after receiving CLS's estimates TRS still wants the requested services, the parties shall execute a new Statement of Work according to the requirements of section 2.1.
- Reserved
- 4. Reserved
- 5. Payment of Compensation
- 5.1. Compensation Amounts. TRS shall pay to CLS Compensation for the Services according to the fee schedules listed in the applicable Statements of Work.
 - 5.2. Invoice Delivery. CLS shall invoice TRS monthly.

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- 5.3. Payment. TRS shall pay each invoice to CLS:
 - (a) within 30 days after receiving each invoice,
 - (b) in immediately available funds, and
 - (c) to the account number CLS specifies below.
- 5.4. **Accounting.** CLS shall:
 - (a) maintain records of its services to TRS, and
 - (b) make these records available to TRS on request.
- 5.5: Invoice Procedure and Requirements. CLS shall:
- (a) make each invoice to TRS electronically and, if requested, in writing, including:
 - (i) an invoice number,
 - (ii) the invoice date and accounting period,
 - (iii) the total amount due,
- (iv) the routing number, direct deposit number, or address the payment should be made to, and
- (v) the accounting that details the specific Services the invoice is for, and
 - (b) send each invoice to the recipient TRS specifies directly below:

Name: Jane Gilbert

Title: Director of Retiree Health Care

Mailing Address: 479 Versailles Road, Frankfort, KY 40601

Email Address: jane.gilbert@trs.ky.gov

- 6. Reserved
- 7. Reserved

8. Term

- Initial Term. The term of this Agreement will begin on the Effective Date and 8.1. continue until December 31, 2020, unless terminated earlier (the "Initial Term").
- Election to Renew. TRS may elect to renew this Agreement for a renewal term 8.2. of 36 months ("Renewal Term") by providing notice to CLS at least 30 days before the end of the Initial Term. CLS and TRS shall have the right to renegotiate pricing for any such Renewal Term upon notice to the other Party prior to any such Renewal Term.

8.3. Reserved.

Term Definition. "Term" means either the Initial Term or the then-current 8.4. Renewal Term.

9. **Mutual Representations**

- Existence, CLS is a corporation incorporated and existing under the laws of 9.1. Delaware. TRS is an independent agency and instrumentality of the Commonwealth of Kentucky having the powers and privileges of a corporation.
- Authority and Capacity. The parties have the authority and capacity to enter into 9.2. this Agreement.
- Execution and Delivery. The parties have duly executed and delivered this 9.3. Agreement.
- Enforceability. This Agreement constitutes a legal, valid, and binding obligation, 9.4. enforceable against the parties in accordance with its terms.
- No Conflicts of Interest. Neither party is under any restriction or obligation that may affect the performance of its obligations under this Agreement. Without limiting the foregoing, CLS (on behalf of itself and its directors, officers, employees, agents) and any subcontractor provided by CLS acknowledge and shall comply, as applicable, with TRS's Conflict of Interest and Confidentiality Policy attached hereto as Exhibit A and incorporated herein by reference. In connection therewith, CLS (on behalf of itself and its directors, officers, employees, agents) agrees to and acknowledges the following:
- CLS has the obligation to diligently identify, disclose, avoid and manage (a) conflicts of interest that may arise through its relationship with TRS,
- CLS will conduct its activities with TRS so that it does not advance or protect its own interests or the private interests of others with whom it has a relationship, in a way that is detrimental to the interests of TRS,

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- (c) In every instance in which CLS acts on behalf of TRS, it will conduct its activities in a manner to best promote the interests of TRS,
- (d) CLS will not to attempt to influence TRS in disregard of the public interest at large,
- (e) In all matters where an official decision must be made that may favorably or detrimentally impact CLS's own financial interests or the financial interests of other individuals or organizations with whom CLS has a relationship, CLS will reveal that relationship and abstain from involvement in the official decision,
- (f) When a conflict of interest arises, or when a potential conflict of interest arises, CLS will disclose that conflict or potential conflict to TRS and seek resolution of that issue,
- (g) CLS will not violate any conflict of interest statute or principle by the performance of its duties with TRS. CLS will not engage directly or indirectly in any financial or other transaction with a trustee or employee of TRS that would violate the standards of the Executive Branch Ethics provisions, as set forth in KRS Chapter 11A,
- (h) CLS will require any subcontractor under this Agreement to acknowledge and agree to TRS's Conflict of Interest and Confidentiality Policy and the provisions of this section 9.5.

10. No Warranty

Unless otherwise specifically set forth herein, (a) CLS does not make any warranty regarding the Services, which includes that (b) CLS disclaims to the fullest extent authorized by Law any and all other warranties, whether express or implied, including any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.

11. Management

- 11.1. Relationship Managers. Each party shall appoint a relationship manager to manage the relationship established by this Agreement (each a "Relationship Manager") who will:
- (a) have overall managerial responsibility for the party's responsibilities under this Agreement, including for CLS's Relationship Manager, coordinating, overseeing, and monitoring the CLS's performance of the Services,
- (b) on the other party's request, attend the other party's regularly scheduled executive level meetings and planning sessions in connection with this Agreement,

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- (c) serve as the primary liaisons between the parties,
- (d) maintain steady communication with each other regarding the performance of the Services, and
- (e) be authorized to call on the experience, expertise, and resources of its respective party as necessary and desirable to properly perform their duties.
- 11.2. Communications Though Relationship Managers. The parties shall direct all significant communications between themselves to the other party's Relationship Manager, except that TRS may direct communications regarding disruptions, outages, latency, or other issues with the Services to CLS's emergency contact designated under section 11.3(b).

11.3. Contact Information

- (a) Relationship Manager Information. Promptly after the Effective Date, each party shall provide the other party with the name, telephone number, facsimile number and e-mail address of its Relationship Manager.
- (b) Emergency Contact. In addition to CLS Relationship Manager, CLS shall provide the name, telephone number, facsimile number and e-mail address of its personnel who TRS should contact in case of any disruptions, outages, latency, or other issues with the Services.
- 11.4. Change to Contacts or Contact Information. Subject to CLS's obligations and restrictions under section 12.4, either party may change their Relationship Manager or the contact information of their Relationship Manager, and in CLS's case its emergency contact and the contact information of the emergency contact, by giving written notice to the other party detailing the changes.

11.5. Periodic Reports and Meetings

- (a) Periodic Reports. CLS, through its Relationship Manager, shall provide TRS with regular, periodic reports of its performance under this Agreement, in a form, substance and frequency to which the parties agree in writing.
- (b) Feedback to Periodic Reports. TRS, through its Relationship Manager, shall provide CLS with feedback to CLS's periodic reports, in a form and substance to which the parties agree in writing.
- (c) Periodic Meetings. The parties shall meet on a periodic basis, at a time and location determined by TRS, to review and discuss the performance of the Services under this Agreement and related matters, including planning, forecasting, new services, and other matters TRS deems appropriate.

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12. Personnel

- 12.1. Skilled Personnel. CLS shall retain and employ personnel, including subcontractors under section 13 who have the experience, skill, diligence, and expertise necessary and appropriate to perform the Services according to standards and service levels required under this Agreement.
- 12.2. Supervision of Personnel. CLS shall be responsible for all personnel assigned to provide the Services to TRS.

12.3. TRS Supervision and Input on Personnel Activities

- (a) Supervision. TRS may direct and supervise the daily responsibilities of CLS's personnel only to the extent necessary to perform the Services and for security purposes, but not in the capacity as engaging personnel for work.
 - (b) Input. TRS will not evaluate, test, counsel, or discipline CLS's personnel.
- 12.4. **Key Personnel**. CLS will not replace any Key Personnel without first informing TRS of the change. In the event that CLS must replace any Key Personnel, TRS reserves the right to interview the proposed replacement personnel (at TRS's sole cost and expense, subject to TRS's travel policy), and, at TRS's sole discretion, to refuse the proposed replacement personnel. Approved replacement personnel must have similar levels of relevant experience and overall work experience as the individual being replaced. TRS expects CLS to minimize turnover in Key Personnel and to plan for and ensure adequate transition time.

12.5. Review of Staffing Levels. The parties shall cooperate to:

- (a) regularly review all staffing levels across all Statements of Work to identify appropriate personnel assignments, adjustments, and corrective actions, and
- (b) if required, make any adjustments to personnel assignments to ensure that the timeline of each Statement of Work is met, and in a way that minimizes the interference on the timelines and projected cost for any Statement of Work that may be affected by a personnel adjustment.

12.6. Replacement Personnel

- (a) Request for Good Cause. For good cause, TRS may request replacement of any of CLS's personnel.
- (b) Response to Request. If TRS has good cause to request a replacement, within seven days of receiving the request, CLS shall use reasonable efforts to provide substitute personnel of sufficient skill, knowledge, and training, subject to their availability.

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- 12.7. Background Checks, Criminal Records Checks, and Credit Checks. To the extent permitted by Law and after obtaining the applicable consents from the affected personnel, CLS shall, for its personnel who have or will have access to any of Data or who are or will be directly engaged in providing any Services,
- (a) complete, at CLS's sole expense, background checks, criminal records checks, and credit checks on all these personnel, and
- (b) update any applicable background checks, criminal records checks, and credit checks annually.
- 12.8. Failing Background Check. CLS will not permit any personnel who fail any of the checks described in section 12.7 to continue to provide any Services or have access to any of Data.
- 12.9. Obligations as Employer. CLS shall be solely responsible for setting compensation rates and methods of pay for its personnel, including:
 - (a) determining and paying all wages and salaries,
 - (b) determining and providing benefits,
 - (c) ensuring all compensation complies with Law,
- (d) filing any reports on the personnel providing any Services required by Law and with the appropriate Governmental Authorities,
- (e) remitting to the appropriate authorities all payroll or employment taxes, including, without limitation, FICA, FUTA, federal personal income tax, state personal income tax, local personal income tax, state disability insurance tax and state unemployment insurance tax, and
- (f) maintaining worker's compensation and employer's liability protection of employees in accordance with all applicable requirements

13. Subcontracting

13.1. Reserved

13.2. Protective Restrictions on Subcontractors. If CLS subcontracts, it shall ensure the subcontract contains at least the same level of restrictions on the subcontractor as those that are applicable to CLS in this Agreement, including confidentiality, non-solicitation and non-competition, compliance with Law, and security obligations.

13.3. CLS Remains Responsible. CLS will:

- (a) be deemed to have performed any Services actually performed by a subcontractor, and
- (b) remain responsible and liable for the acts and omissions of all subcontractors and for any Services performed by a subcontractor as if CLS had provided the Services itself.

14. Software Services and License Grant

- 14.1. Software Provided in Source Code. Unless the parties agree otherwise in any Statement of Work or any separate license or technology agreement, if CLS provides TRS with any Services that requires TRS's use of any CLS software, other than firmware necessary to operate a piece of hardware, (a "Software Services"), CLS shall provide TRS with access to or a copy of the Software Services.
- 14.2. Object Code Only. CLS will be required to provide Software Services in object code only.
- 14.3. Software License Grant. CLS hereby grants to TRS a non-exclusive, nontransferable worldwide license to
- (a) use and display, to the extent necessary for TRS obtain the benefit of the relevant Services, any Software Services CLS provides to TRS under this Agreement, in object code only,
- (b) use and display, to the extent necessary for TRS to obtain the benefit of the relevant Services, any documentation regarding the provided Software Services
- 14.4. **Firmware Sold, Not Licensed** The license granted under this section applies to software separable from any hardware provided by CLS, and does not apply to any firmware related to the Services, which is sold instead of licensed.
- 14.5. **Termination of License Grant**. TRS's license to use the Software Services and the related documentation will expire or terminate on the expiration or termination of the applicable Statement of Work.
- 14.6. Third Party Software If any Software Services are licensed to CLS by a third party, TRS shall be bound by any different or additional conditions that are required by the third party that CLS communicates to TRS in writing.
 - 14.7. Restrictions. Neither TRS, nor any of its Subsidiaries, Affiliates, or agents, will:
 - (a) sell, lease, license, or sublicense a Software Services,

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- (b) decompile, disassemble, or reverse engineer a Software Services, in whole or in part, unless any of these restrictions are prohibited by Law,
- (c) allow anyone other than its employees and third-party contractors to access a Software Services unless otherwise provided by a Statement of Work and such third-party contractors have agreed in writing to the confidentiality obligations hereto, or
- (d) provide, disclose, divulge, make available to, or permit the use of a Software Services by any third party unless CLS consents in writing.
- 14.8. Markings and Notices. TRS will not remove any copyright notices, proprietary markings, trademarks, or trade names from any Software Services or documentation.
 - 14.9. As-Is Warranty. Software Services and documentation are provided "as-is".
- 14.10. No Implied Warranty. CLS makes no warranties whatsoever, express or implied, regarding any Software Services or related documentation, including no warranty or merchantability or fitness for any particular purpose.

15. Standards of Service

15.1. Service Levels. CLS shall:

- (a) meet or exceed the service levels listed in the applicable Statement of Work in providing the Services, and
- (b) ensure any work done by subcontractors meets or exceeds the applicable service levels.
- 15.2. Sufficient Resources. CLS shall maintain sufficient resources to perform its obligations under this Agreement.

16. Improvement Opportunities

- 16.1. Identification. CLS shall implement formal processes to proactively identify, investigate, and analyze opportunities to improve the overall success of the parties' relationship and the Services, including opportunities to:
 - (a) continue to improve the quality of the Services,
- (b) suggest new Services (including new predictive models that could enable TRS to maintain or enhance its high quality services),
- (c) drive additional revenues to, or cost savings for, TRS through technological innovation,

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- (d) optimize CLS's business and technical assets through shared or leveraged services, expanded re-use, and consolidation, and
- (e) provide increased business operational and technical resilience to continue the timely delivery of Services despite unforeseen external events.

16.2. Implementation of Improvements

- (a) Notice of Opportunities and Costs. If CLS determines that an improvement opportunity is technically possible and could result in meeting one or more of the objectives, CLS shall notify TRS of the improvement opportunity and any potential increases in Compensation it would require.
- (b) Amendments. If TRS requests the improvement, the parties shall cooperate to amend this Agreement to provide for the improvement, including any appropriate adjustment in Compensation to which the parties agree.
- 16.3. Tracking Improvements. Each quarter CLS shall deliver written reports to TRS tracking the implementation of any improvement opportunities and reconciling the expected potential savings with actual related savings.

17. Business Continuity and Disaster Recovery Plans

- 17.1. Business Continuity Plans. CLS shall maintain a business continuity plan for each DELIVERABLE, describing measures CLS will implement to recover from a Disaster.
- 17.2. **Disaster Recovery Plans.** CLS shall include in each business continuity plan a plan for the recovery of critical technology systems, and procedures for restoring business operations at the primary location or at a designated recovery site for those critical technology systems, if necessary.
- 17.3. Alternative Communications Plans. The parties shall cooperate to establish a plan for alternative communications in the event of a Disaster.
- 17.4. **Disaster Definition**. "Disaster" means, for the purpose of this Agreement, any unplanned impairment or interruption of those systems, resources, or processes that enable standard performance or functionality of the applicable Services.

18. TRS's Obligations

18.1. Internal Use Only. TRS shall use the Services and any license granted under this Agreement only for its own internal use; provided, however, that TRS may disclose items that are reports provided to the pharmaceutical coalition or TRS in connection with this Agreement to third parties for reasons related to the purposes for which the items were requested, subject to

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consent to such disclosure, as applicable, by patients providing data in connection with this Agreement.

- 18.2. Suitability of Environment. TRS shall ensure that the physical and technical environments at its facilities, to the extent those environments are within its control and related to the Services, are appropriate.
- 18.3. Security Precautions. TRS shall employ reasonable security precautions in connection with the use of the Services, including encrypting any information, Confidential Information or other information that is subject to special legal or regulatory security requirements and that TRS transmits or stores in connection with the Services.
- 18.4. Provide Reasonable Access. TRS shall provide CLS with all information, documentation, and access to TRS facilities reasonably necessary to provide the Services.
- 18.5. Prevent Unauthorized Access. TRS shall prevent unauthorized access to the Services, including unauthorized access by TRS Representatives not authorized to use the Services and by third parties.
- 18.6. Further Assurances. TRS shall, on CLS's request, provide CLS with sufficient resources and specified employees, and shall make and give timely decisions, approvals, and acceptances necessary and desirable for CLS to provide the Services.

19. Intellectual Property

- 19.1. Each Party Retains Intellectual Property. Subject to section 19.2 below, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or outside the scope of this Agreement.
- 19.2. License to CLS. TRS hereby grants to CLS a non-exclusive, non-transferable, non-sublicensable, world-wide, and royalty-free license to use TRS's pre-existing Intellectual Property solely for the purpose of providing the Services.
- 19.3. Developed Intellectual Property. If any Intellectual Property is developed under this Agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property.
- 19.4. Ownership of Work Product. Notwithstanding any other provision of this Agreement, CLS agrees that, as between TRS and CLS, all items that are marketing materials for TRS or patient data reports produced or created as a result of the Agreement, in whatever form that they exist, will be the sole and exclusive property of TRS. In the event that this Agreement is terminated for any reason, or upon its expiration, TRS shall retain ownership of all such items described in this Section 19.4. CLS will not sell, lease, publish, or otherwise distribute all or any portion of any work produced or created as a result of any work performed or services provided Master Services Agreement

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by CLS pursuant to the Agreement except as otherwise necessary to perform the services and provide the Services to TRS hereunder.

20. TRS's Use of CLS Confidential Information

- 20.1. Purpose. TRS will use CLS's Confidential Information only in furtherance of this Agreement.
- 20.2. Standard of Care and Safeguards. TRS shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect CLS's Confidential Information from misuse and unauthorized access or disclosure. TRS shall use appropriate safeguards to protect CLS's Confidential Information from misuse and unauthorized access or disclosure, including
- (a) maintaining adequate physical controls and password protections for any server or system on which CLS's Confidential Information is stored,
- (b) ensuring CLS's Confidential Information is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
- (c) taking any other measures reasonably necessary to prevent any use or disclosure of CLS's Confidential Information other than as allowed under this agreement.
- 20.3. Required Disclosure. If TRS is compelled by Law to disclose any of CLS's Confidential Information, TRS shall notify CLS before disclosing the compelled Data.
- 20.4. Unauthorized Disclosure. Within one business day of TRS becoming aware of any unauthorized use or disclosure of CLS's Confidential Information, TRS shall promptly report that unauthorized use or disclosure to CLS.
- 20.5. Agents and Subcontractors. TRS shall ensure that any employees, agents, and representatives, including subcontractors, to whom it provides CLS's Confidential Information agree to the same restrictions and conditions listed in this Agreement. With respect to its employees TRS shall be responsible for their breach of such restrictions and conditions listed in this Agreement as if such breach was TRS's.
- 20.6. No Modification of Data. TRS shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of CLS's Confidential Information without the express permission of and in cooperation with CLS.
- 20.7. Survives Termination. TRS's obligations under this section regarding the security, confidentiality, and ownership of CLS's Confidential Information as set forth in this section 20 shall survive termination of this Agreement.

21. Mutual Non-Solicitation

- 21.1. Non-Solicitation of Employees and Customers. Subject to section 21.2, during the period starting on the Effective Date and ending 12 months after the termination or expiration of this Agreement (the "Non-Solicitation Period"), neither party will directly or indirectly, on its own behalf or in the service or on behalf of others, in any capacity:
- (a) induce or attempt to induce any officer, director, or employee to leave the other party, or
- (b) solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party.

21.2. Permitted Hirings and Business

- (a) Voluntary Contacts. Each party may employ or accept the business of the other party's officers, directors, employees, customers, consultants, or patrons who contact the party on their own initiative without any direct or indirect solicitation or encouragement by the party.
- (b) Former Employees. Each party may employ any former officer, director, or employee of the other party whose employment with the other party has terminated.
- (c) Former Customers. Each party may do business with any former customer, consultant, or patron of the other party who no longer does business with the other party.

22. Publicity

- 22.1. Consent. Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this Agreement, without the other party's written consent, unless required by Law.
- 22.2. Cooperation. The parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this Agreement and the relationship between the parties.
- 22.3. No Unreasonable Delay. The parties will not unreasonably withhold or delay their consent to press releases or public announcements.
- 23. Use of Name. Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

24. Compliance with Laws. Each party shall:

- 24.1. comply with all applicable Laws relating to health care privacy, molecular testing, medication therapy management and all other related activities performed in the course of this relationship,
 - 24.2. keep records evidencing its compliance,
- 24.3. on the other party's reasonable request, provide these records of compliance to the other party, and
- 24.4. notify the other party if it becomes aware of any non-compliance in connection with this section.

25. Insurance

- 25.1. Insurance Requirement. CLS shall maintain the insurance necessary to cover its obligations and responsibilities under this Agreement, or any amount required by Law.
- 25.2. **Proof of Insurance**. On the Effective Date, CLS shall provide TRS with certificates or other acceptable proof of its insurance, describing the coverage of its insurance, and notice of any material change to its insurance.
- 25.3. Additional Insurance. TRS may require CLS to obtain a reasonable amount of additional insurance, by providing CLS with:
 - (a) good reason for the additional insurance, and
 - (b) requirements for the additional insurance.

25.4. Additional Insured

- (a) TRS Added to CLS's Policy. CLS shall, within 30 days of the Effective Date, have CLS's insurer add TRS as an additional insured to CLS's policy.
- (b) Certificate of Insurance. CLS shall have its insurer send a certificate to TRS, proving TRS has been added to CLS's policy, and confirming that the insurer will give TRS 30 days' written notice before any proposed cancelation, modification, or reduction in coverage of CLS's policy.
- 25.5. No Contribution from CLS. Any insurance carried by TRS will not be subject to contribution.

26. CLS's Use of Data

- 26.1. Purpose. Notwithstanding anything to the contrary in this Agreement, CLS will use Data only in furtherance of this Agreement and in providing the Services. Data shall not include third-party data collected by CLS for which CLS has received consent to use; provided, however, that TRS shall approve any consent sought from TRS members by CLS in connection with the Services. No Data collected, maintained, or used in the course of the Agreement shall be disseminated except as set forth in the preceding sentence or as authorized by law and with the written consent of TRS either during the period of the Agreement or thereafter. Any Data supplied to or created by CLS shall be considered the property of TRS. CLS must return any and all information collected, maintained, created or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of TRS.
- 26.2. Standard of Care. CLS shall exercise at least the same degree of care as it uses with its own data and Confidential Information, but in no event less than reasonable care, to protect Data from misuse and unauthorized access or disclosure.
- 26.3. Safeguards Around Data. CLS shall provide to TRS a written description of its policies and procedures to safeguard Data. CLS shall provide TRS updates or changes to these policies in a timely manner. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. CLS shall provide physical and logical protection for all TRS written and electronic information. Electronic information shall be encrypted during transport and at rest. CLS shall remain the responsible authority in charge of all information collected, used, or disseminated by CLS in connection with the performance of this Agreement. CLS shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement. The private or confidential information shall remain the property of TRS at all times. Without limiting the foregoing, CLS's appropriate safeguards to protect Data from misuse and unauthorized access or disclosure shall include:
- (a) maintaining adequate physical controls and password protections for any server or system on which Data is stored,
- (b) ensuring Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and
- (c) taking any other measures reasonably necessary to prevent any use or disclosure of Data other than as allowed under this Agreement.
- 26.4. **Permitted Disclosure**. CLS may disclose Data only to the extent necessary to perform its obligations under this Agreement or as required by law.
- 26.5. Required Disclosure. If CLS is compelled by Law to disclose any of Data, CLS shall notify TRS before disclosing the compelled Data. In such an event, CLS shall cooperate with TRS in any lawful effort to protect the confidential information, at TRS's expense.

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26.6. Unauthorized Disclosure

- (a) Report. Within one business day of CLS becoming aware of any unauthorized use or disclosure of Data, CLS shall promptly report that unauthorized use or disclosure to TRS.
- (b) Cooperation and Mitigation. CLS shall cooperate with any remediation that TRS, in its reasonable discretion, determines is necessary to:
 - (i) address any applicable reporting requirements, and
 - (ii) mitigate any effects of such unauthorized use or disclosure of

Data.

Such remediation may include, at the sole discretion of TRS, providing no cost credit monitoring services for TRS's members that are deemed to be part of a potential disclosure. CLS shall bear the cost of notification to TRS's members that are involved in a potential disclosure event, including individual letters and/or public notice.

- 26.7. Agents and Subcontractors. CLS shall ensure that any employees, agents, and representatives, including subcontractors, to whom it provides Data agree to the same restrictions and conditions listed in this Agreement.
- 26.8. No Modification of Data. CLS shall not copy, decompile, modify, reverse engineer, or create derivative works out of any of Data without the express permission of and in cooperation with TRS for the purpose of providing requested services.
- Associate, as defined under HIPAA, of TRS's health plans in connection with the provision of its services under the Contract. CLS agrees to comply with the terms of HIPAA and with all regulations issued pursuant to HIPAA, including the regulations contained in 45 C.F.R. Parts 160, 162, and 164, as amended. To that end, CLS has executed a HIPAA Business Associate Agreement, attached hereto as Exhibit B and incorporated herein by reference and made a part hereof for all purposes. Upon a breach of the HIPAA Business Associate Agreement, TRS may terminate this Agreement and/or the HIPAA Business Associate Agreement as provided in the HIPAA Business Associate Agreement as provided in the
- 26.10. Survives Termination. CLS's obligations under this section regarding the security, confidentiality, and ownership of Data as set forth in this section 26 shall survive termination of this Agreement.
- 27. **Export Control Laws**. Each party shall obtain all Permits necessary to and otherwise comply with all Laws on export control applicable to this Agreement and all transactions contemplated under this Agreement.

28. Regulatory Matters. Each party shall promptly notify the other:

- 28.1. if it becomes the subject of any material claim or demand by any governmental authority regarding the Services or otherwise regarding this Agreement, or Action relating to such a material claim or demand that is brought by either a governmental authority or other third party, and
 - 28.2. of any updates in the status or disposition of any such claim, demand, or action.

29. Inspection and Audit of Books and Records

- 29.1. Retain Books and Records. CLS shall keep its Books and Records (including personnel files) that relate to this Agreement, and maintain them in a manner reasonably consistent with prior practices.
- 29.2. Inspection and Audit. On reasonable notice from TRS, CLS shall provide TRS, and TRS's Representatives, reasonable access to its Books and Records that relate to this Agreement (and allow TRS to make photocopies, at TRS's expense), during normal business hours. TRS shall determine the scope of the audit and CLS must be prepared to support the activities of the selected auditor. Auditing personnel from TRS and/or external auditors shall be allowed access to all Books and Records relating to the services and costs associated with the Services provided under this Agreement. CLS shall include TRS's audit rights under this section in any agreement with its subcontractors that assist CLS in providing the Services.
- 29.3. Corrections. If TRS's audit reveals errors or discrepancies in CLS's Books and Records, CLS shall promptly correct the error or discrepancy, including refunding any overpayments or making up any under-payments.

30. Termination

30.1. Termination for Legal Reasons or Discontinuance of Program.

- (a) If any state, the federal government, or other jurisdiction enacts a law which acts to prohibit the continuance of this Agreement, or the existing law is interpreted to prohibit the continuance of this Agreement, the Agreement shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
- (b) If applicable Law, requirements, court orders, judgments, or official interpretations are amended or judicially interpreted so that either party cannot reasonably fulfill this Agreement and if the parties hereto cannot agree to an amendment that would enable substantial continuation of this Agreement, the parties hereto shall undertake reasonable actions to orderly conclude their respective obligations under this Agreement and shall thereafter be discharged from any further obligations under this Agreement.

30.2. Termination for Material Breach

- (a) Termination of Statements of Work. Each party may terminate a Statement of Work with immediate effect by delivering notice of the termination to the other party, if the other party materially breaches, any of its obligations, covenants, or representations specifically related to that Statement of Work or the relevant Services, and the failure, inaccuracy, or breach continues for a period of 30 days after the injured party delivers notice to the breaching party reasonably detailing the breach.
- (b) Termination of Agreement for Material Breach. Each party may terminate any Statement of Work with immediate effect by delivering notice of the termination to the other party, if the other party materially breaches, any of its obligations, covenants, or representations in this agreement or any Statement of Work, the failure, inaccuracy, or breach is serious enough to materially harm or otherwise reduce the value of this entire Agreement, not just any particular Statement of Work, and the failure, inaccuracy, or breach continues for a period of 30 days after the injured party delivers notice to the breaching party reasonably detailing the breach.
- 30.3. Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this Agreement with immediate effect.
- 30.4. Termination for Failure to Pay. CLS may terminate this Agreement with immediate effect, by delivering notice of the termination to TRS, if TRS fails to pay Compensation on time three times over any 12 month period.
- 31. Return of Property. On termination or expiration of this Agreement, or on the other party's request, each party shall
- 31.1. return to the other party all originals of the information, documents, equipment, files, and other property, including Intellectual Property, it received from the other party,
- 31.2. destroy all copies of the other party's information, documents, equipment, files, and other property, including Intellectual Property, it made, and
- 31.3. on the other party's request, certify to the other party in writing that it destroyed all these copies.

This section shall not apply to any Services in the possession of TRS at the time of the termination or expiration of this Agreement.

32. Mitigation. Each party shall use reasonable efforts to mitigate all losses under this Agreement.

33. Effect of Termination

33.1. Termination of Obligations.

- (a) Subject to section 33.2 on termination or expiration of this Agreement, each party's rights and obligations under this Agreement will cease immediately.
- (b) After any notice of termination is provided under section 30, CLS must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun.
- 33.2. Payment Obligations. Even after termination or expiration of this Agreement, each party shall:
- (a) pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
- (b) refund any payments received but not yet earned, including payments for services not rendered, work not performed, goods not delivered, or expenses forwarded.
- 33.3. No Further Liability. On termination or expiration of this Agreement, neither party will be liable to the other party, except for liability:
 - (a) that arose before the termination or expiration of this Agreement, or
- (b) arising after the termination or expiration of this Agreement and in connection with sections related to CONFIDENTIALITY, TERMINATION, or INDEMNIFICATION.
- 33.4. Advice as to Status of Work. On termination or expiration of this Agreement or of a particular Statement of Work, CLS shall:
- (a) inform TRS of the status of the performance of the Services under any Statements of Work still in effect, and
- (b) on TRS's request, provide TRS with any Services, including any work in progress, under a terminated Statement of Work.
- 33.5. Termination Assistance Services. CLS shall cooperate with TRS to design and provide termination assistance services to TRS for a period not to exceed three months following termination of the Agreement or the particular Statement of Work, on terms that are fair and commercially reasonable and generally commensurate and consistent with leading industry practices concerning the provision of transition assistance and cooperation services for services similar to the Services.

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- 33.6. Transition Plan. On TRS's request, CLS shall develop and provide to TRS for approval, and once TRS approves, monitor and regularly update, a detailed transition plan to provide for an orderly transition on termination that includes, among other things, a transition timeline and particulars of the resources to be assigned to implement the transition plan.
- 33.7. Transition of Services. On termination of this Agreement for any reason, CLS shall:
- (a) cooperate with TRS and the TRS's replacement service provider to provide for an orderly transition of the Services, and
- (b) as part of the transition plan referred in section 33.6, or otherwise as TRS requests, deliver over to TRS documentation reasonably necessary to transition the Services, but in no case will CLS be required to disclose any of its Confidential Information or Intellectual Property under this section.

34. Indemnification and Insurance

- 34.1. Indemnification. CLS hereby agrees to defend, indemnify and hold harmless TRS and its benefit plans, board members, officers, employees, and agents from and against any and all loss, liability, damages, penalties, fees, taxes, and expenses, including reasonable attorneys' fees, or other cost or obligation resulting from or arising out of third party claims, lawsuits, demands, settlements, judgments, liens, damages, obligations, or actions, of every kind, nature, and character (collectively, "Claims") for (i) infringement, misappropriation, or other violation of any confidentiality, proprietary, or intellectual property right of a third party; and (ii) personal injury or property damage to the extent resulting from or arising out of: (a) a breach of CLS's obligations, representations, warranties, or covenants under this Agreement; (b) CLS's negligent, reckless, dishonest, fraudulent, or criminal acts.
- 34.2. TRS Indemnity. CLS understands and agrees that TRS is prohibited from indemnifying, protecting, defending, or holding harmless CLS from and against any claims, damages, losses, liens, causes of action, suits, judgments, and expenses arising out of the acts or omissions of TRS, or its trustees, officers, directors, employees, or agents, if any.
- 34.3. Exclusions. CLS will not be required to indemnify TRS against losses to the extent TRS acted unlawfully, negligently, or intentionally to cause those losses.

34.4. Notice and Failure to Notify

- (a) Notice Requirement. Before bringing a claim for indemnification, TRS shall:
 - (i) notify CLS of the indemnifiable proceeding, and

- (ii) deliver to CLS all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- (b) Failure to Notify. If TRS fails to notify CLS of the indemnifiable proceeding, CLS will be relieved of its indemnification obligations to the extent it was prejudiced by TRS's failure to notify.
- 34.5. **Defense**. After TRS provides notice under section 34.4, at TRS's counsel's option, CLS shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses of such defense. In addition, if any judgment shall be rendered against TRS in any such action, CLS shall, at its own expense, satisfy and discharge such obligation of TRS as described in section 34.1. TRS shall have the right, at its own expense, to participate in the defense of any such suit, without relieving CLS of any of its obligations under section 34.1.
- 34.6. Authority to Contest, Pay, or Settle. CLS may contest, pay, or settle the proceeding without obtaining TRS's consent, only if CLS's decision
 - (a) does not require TRS to make any admission that it acted unlawfully,
 - (b) does not affect any other legal proceeding against TRS,
 - (c) provides that CLS will pay the claimant's monetary damages in full, and
 - (d) requires claimant release TRS from all liability related to the proceeding.

34.7. Reserved

34.8. Insurance.

- (a) CLS shall procure and maintain at CLS's own expense, throughout the term of this Agreement and any renewals or extensions thereof, sufficient insurance coverage as may now or hereafter be necessary to insure against any claim(s) for damages based on a violation of Law or arising out of Services provided or to be provided to TRS under this Agreement. To this end, CLS shall comply with the following provisions:
- (i) All insurance policies required under this Agreement shall be in a form satisfactory to TRS.
- (ii) CLS shall endeavor to provide TRS at least 30 days' prior written notice of coverage cancellation or amendments, for all required policies.
- (iii) CLS shall furnish to TRS evidence of all required insurance, validated by the certificate of insurance. Insurance required under this Section shall be effective and evidence of acceptable insurance shall be furnished prior to commencing Services.
- (b) Minimum Insurance Requirements:
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- (i) Commercial General Liability/Umbrella Insurance: \$1,000,000 Per Occurrence, with \$2,000,000 Aggregate limits of liability, and a waiver of subrogation holding TRS harmless from consequential losses shall be endorsed, unless policy contains blanket endorsement coverage.
- (ii) Security and Privacy (Cyber) Liability: \$5,000,000 Aggregate limit of liability, with additional Insured endorsement shall be issued on behalf of TRS, unless policy contains blanket endorsement coverage
- 34.9. Survival. This section 34 shall survive the termination of this Agreement or any Statement of Work.

35. Limitation on Liability

- 35.1. CLS Liability. EXCEPT FOR EITHER PARTY'S BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH HEREIN OR THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN THEREOF.
- 35.2. Maximum Liability. To the extent allowed by Law, CLS's liability under this Agreement will not exceed the greater of:
- (a) \$1 million dollars for claims not otherwise covered by the insurance policies required under Section 34.8; or
- (b) the insurance amounts set forth in Section 34.8 with respect to claims covered by the insurance policies required under Section 34.8

Notwithstanding the foregoing, the maximum liability shall not apply to CLS's indemnification obligations in Section 34.1.

36. Definitions

- 36.1. "Affiliate" of any Person means, at the time the determination is made, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with that Person.
- 36.2. "Books and Records" means all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, lists of parties to and prospects for franchise agreements, supplier lists, production data, quality control records and procedures, customer complaints, inquiry files, research,

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development files, records, data (including all correspondence with any governmental authority), sales material and records (including pricing history and sales and pricing policies and practices), strategic plans, marketing and promotional surveys, and material, research, and files relating to Intellectual Property.

- 36.3. "Claims" is defined in section 34.1.
- 36.4. "Compensation" is defined in section 5.
- "Confidential Information" means "Confidential Information" means all 36.5. information furnished by one party (in such capacity, the "Disclosing Party") or its representatives, counsel, directors, officers, employees or agents (collectively, the "Representatives") to the other Party (in such capacity, the "Recipient"), whether disclosed or provided before or after the Effective Date and whether disclosed or provided in oral, written, graphic, electronic, photographic or any other tangible form, including viewing of premises and which may include, but is not limited to, benefit plan designs, formularies, reimbursement data, claims data, individual's social security numbers and other personally identifiable information, technical data, trade secrets, know-how, intellectual property or other materials owned or controlled by Disclosing Party, including, but not limited to information relating to or embedded in, research, product plans, products, samples, specifications, service plans, services, customer lists, customers, markets, software, developments, inventions, processes, formulas, chemical applications, laboratory instruments, laboratory methods of analysis, interpretation of lab results, techniques, technology, manufacturing methods, designs, drawings, engineering, marketing, distribution and sales methods and systems, sales and profit figures, finances and other business information, and all analyses, compilations, studies or other materials prepared by Recipient containing or based in whole or in part upon such information furnished to Recipient by Disclosing Party or its Representatives.
 - 36.6. "Data" means all information of, about, or relating to TRS, including information
 - (a) TRS provides to CLS in connection with the Services,
- (b) CLS learns about TRS arising directly or indirectly from CLS's performance of the Services, and
 - (c) any of TRS's Confidential Information.
 - 36.7. "Disaster" is defined in section 17.
 - 36.8. "Effective Date" is defined in the introduction to this Agreement.
 - 36.9. "Initial Term" is defined in section 8.
- 36.10. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world

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- (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) copyrights, including all applications and registrations related to the foregoing,
 - (c) trade secrets and confidential know-how,
 - (d) patents and patent applications,
 - (e) websites and internet domain name registrations, and
- (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).
 - 36.11. "Key Personnel" is defined in section 2.
 - 36.12, "Law" means
- (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any governmental authority having the force of law.
 - 36.13. "Non-Solicitation Period" is defined in section 21.
 - 36.14. "Person" includes
- (a) any corporation, company, limited liability company, partnership, governmental authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
 - (b) any individual.
 - 36.15. "Relationship Manager" is defined in section 11.
 - 36.16. "Renewal Term" is defined in section 8.
- 36.17. "Representative" means, for any Person, that Person's directors, officers, shareholders, owners, partners, employees, agents, auditors, attorneys, professional advisors, in connection with the transactions contemplated in this Agreement, and any other authorized representatives.
 - 36.18. "Software Services" is defined in section 14.

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- 36.19. "Statement of Work" is defined in section 2.
- 36.20. "Subsidiaries" means any legal entity
- (a) that a party owns more than 50% of the entity's outstanding voting securities or equity interests, or
- (b) of which a party is a general partner (excluding partnerships in which such party or any Subsidiary of such party does not have a majority of the voting interests in such partnership).

37. General Provisions

- 37.1. Entire Agreement. The parties intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement:
- (a) represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this Agreement,
- (b) contain all the terms the parties agreed to relating to the subject matter, and
- (c) replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.
- 37.2. Amendment. This Agreement can be amended only by a writing signed by both parties.

37.3. Counterparts

- (a) Signed in Counterparts. This Agreement may be signed in any number of counterparts.
 - (b) All Counterparts Original. Each counterpart is an original.
- (c) Counterparts Form One Document. Together, all counterparts form one single document.

37.4. Reserved

37.5. Provide Assurances On Notice. Each party, on receipt of notice from the other party, shall sign, or cause to be signed, all further documents, do, or cause to be done, all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

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37.6. Binding Effect. This Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

37.7. No Partnership

- (a) No Relationship. Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
- (b) No Authority. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- 37.8. Third Party Beneficiaries. Unless explicitly stated otherwise elsewhere in this Agreement, no Person other than the parties themselves has any rights or remedies under this Agreement.
- 37.9. **Assignment.** Neither party may assign this Agreement or any of their rights or obligations under this Agreement without the other party's written consent.

37.10. Notices

- (a) Form of Notice. All notices and other communications between the parties must be in writing.
- (b) Method of Notice. The parties shall give all notices and communications between the parties by: (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- (c) Receipt of Notice. A notice given under this Agreement will be effective on
 - (i) the other party's receipt of it, or
- (ii) if mailed, on the earlier of the other party's receipt of it or the fifth Business Day after mailing it.

37.11. Governing Law and Consent to Jurisdiction and Venue

- (a) Governing Law. This Agreement, and any dispute arising out of the Agreement shall be governed by laws of the Commonwealth of Kentucky, without regard to its conflicts of laws provisions.
- (b) Consent to Jurisdiction. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of Franklin Circuit Court in Franklin County, Kentucky in Master Services Agreement TRS.REF.001 27

connection with any matter arising out of this Agreement or the transactions contemplated under this Agreement.

- (c) Consent to Service. Each party hereby irrevocably
- (i) agrees that process may be served on it in any manner authorized by the Laws of the State of Kentucky for such Persons, and
- (ii) waives any objection which it might otherwise have to service of process under the Laws of the State of Kentucky.
- 37.12. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is
 - (a) beyond the reasonable control of a party,
- (b) materially affects the performance of any of its obligations under this Agreement, and
 - (c) could not reasonably have been foreseen or provided against, but
- (d) will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

37.13. Waiver

- (a) Affirmative Waivers. Neither party's failure or neglect to enforce any of rights under this Agreement will be deemed to be a waiver of that party's rights.
- (b) Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.
- (c) No General Waivers. A party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that or any other of its rights.
- (d) No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
- (e) No Waiver of Sovereign Immunity. The parties hereto agree and acknowledge that nothing contained in this Agreement is intended to or shall in any manner be construed as a waiver of sovereign or official immunity or of any pre-claim or pre-litigation notice or process required by Law by TRS, its officers, directors, trustees, employees and agents, or by the Commonwealth of Kentucky, its officers, employees or agents, nor does the acceptance of any benefits under the Agreement constitute any waiver, express, implied or otherwise of sovereign immunity to suit or liability of TRS or its officers, directors, trustees, employees and agents. This Section 37.13(e) shall survive termination of this Agreement.

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37.14. Interpretation

(a) References to Specific Terms

- (i) Accounting Principles. Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United States ("GAAP").
- (ii) Currency. Unless otherwise specified, all dollar amounts expressed in this Agreement refer to the currency of the United States of America.
- (iii) "Including." Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
- (iv) "Knowledge." Where any representation, warranty, or other statement in this Agreement, or in any other document entered into or delivered under this Agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means: (1) the then-current, actual knowledge of the directors and officers of that party, and (2) the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
- (v) Statutes, etc. Unless specified otherwise, any reference in this Agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
- (b) Number and Gender. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- (c) **Headings**. The headings used in this Agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- (d) Internal References. References in this Agreement to sections and other subdivisions are to those parts of this Agreement.
- (e) Calculation of Time. In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Standard Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a

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day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Standard Time on the next Business Day.

- (f) Construction of Terms. The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.
- (g) Conflict of Terms. If there is any inconsistency between the terms of this Agreement and those in any schedule to this Agreement or in any document entered into under this Agreement, the terms of this Agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this Agreement.
- 37.15. Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
 - 37.16. Acknowledgement of Terms. Each party acknowledges that it
 - (a) has read this Agreement,
 - (b) understands the terms of this Agreement,
- (c) has had the opportunity to consult with independent legal counsel in connection with this Agreement, and
 - (d) has signed this Agreement voluntarily.
 - 37.17. Reserved
 - 37.18. Permits, Consents, and Other Authorizations
- (a) Holding. CLS holds all permits, consents, and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.
- (b) No Suspension. None of CLS's Permits are subject to any, pending, or to CLS's knowledge threatened, material suspension or cancellation.
- (c) Compliance. To CLS's Knowledge, CLS is and has complied with the terms of all permits, except for non-compliance that would not reasonably be expected to have a CLS Material Adverse Effect.
- 37.19. Schedules and Exhibits. The following are attached to and form part of this Agreement:

Exhibit A: Teachers' Retirement System of the State of Kentucky Conflict of Interest and Confidentiality Policy

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Exhibit B: HIPAA Business Associate Agreement

This Agreement has been signed by the parties.

Coriell Life Sciences

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Name: Scott Megill

Title: CEO

The Teachers' Retirement System of the State of Kentucky

Name: Gally L. Harbin

Title: Executive Secretary

Statement of Work to Master Services Agreement SOW #1

This Statement of Work #1 ("SOW") is entered into between Coriell Life Sciences, Inc., a Delaware corporation with its principal place of business at 4747 South Broad Street, Building 101, Ste 222, Philadelphia PA 19112 ("CLS"), and the Teachers' Retirement System of the State of Kentucky, with its principal place of business at 479 Versailles Road, Frankfort, Kentucky 40601 ("TRS") as of August 14th, 2017 ("SOW Effective Date").

This SOW is governed by the Master Services Agreement entered into by CLS and TRS dated June 21, 2017 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. If there is a conflict between the terms of this SOW and the Agreement, the terms of the SOW will govern.

TF	RM	OF	SC	MAZ.
				JVV -

By signing below, the parties, by their duly authorized representatives, agree to the terms of the SOW as of the

By: | Scott Megill | CPrint name) | Its: | CEO | (title) | CEO | (title) | CEO | CE

AMENDMENT TO MASTER SERVICES AGREEMENT

This AMENDMENT TO MASTER SERVICES AGREEMENT is made as of December 3, 2020 by and between CORIELL LIFE SCIENCES, INC., a Delaware corporation with its principal place of business at 4747 South Broad Street, Building 101, Suite 222, Philadelphia PA 19112 ("CLS") and THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF KENTUCKY, with its principal place of business at 479 Versailles Road, Frankfort, Kentucky 40601 ("TRS").

Background

CLS and TRS are parties to a Master Services Agreement effective as of June 21, 2017 (the "MSA"). The MSA provides for the delivery by CLS to TRS the services, software, and deliverables necessary to complete the Statement of Work dated August 14, 2017 (the "SOW"). Under Section 8.2 of the MSA, TRS has the right to renew the MSA for an additional thirty-six (36) month period upon notice to CLS and subject to the parties' right to renegotiate certain terms of the MSA (the "Renewal Option"). TRS has exercised the Renewal Option. CLS and TRS desire to amend certain provisions of the Master Services Agreement in conjunction with the exercise of the Renewal Option. The parties, in order to memorialize their understanding, have agreed to enter into this amendment to the MSA (the "Amendment").

Capitalized terms used in this Amendment without definition shall have the meaning assigned to them in the MSA.

Agreement

In consideration of the mutual covenants, terms and conditions stated in this Amendment, CLS and TRS, intending to be legally bound, agree as follows:

1. <u>Incorporation of Background Section; MSA.</u>

- (a) The Background Section of this Amendment is hereby incorporated by reference in this Amendment.
- (b) It is the specific intention of the parties that the terms and conditions of the MSA are incorporated by reference in this Amendment. In the event of a conflict between the terms of the MSA and this Amendment, this Amendment shall control as it relates to the subject matter of this Amendment.
 - 2. **Term.** Section 8 of the MSA is amended in its entirety to read as follows:
 - 8. **Term.** This Agreement shall become effective on the Effective Date and shall continue until there are no outstanding SOW(s), unless earlier terminated as provided in Section 30 of this Agreement. Notwithstanding any provision to the contrary, this Agreement may be terminated by either party at any time, with or without cause, by giving the other party ninety (90) days' prior written notice. Upon termination of this Agreement, all outstanding SOWs shall also be terminated, notwithstanding any contrary terms of such SOWs.
- 3. CLS Intellectual Property. Sections 14 of the MSA is stricken in its entirety and Section 19 of the MSA shall be amended in its entirely to read as follows:

- CLS Intellectual Property. All intellectual property rights, including copyrights, software, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how. and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to TRS under this Agreement or prepared by or on behalf of CLS in the course of performing the Services, including any items identified as such in the SOW (collectively, "CLS Intellectual Property") shall be owned solely and exclusively by CLS. During the Term of this Agreement, provided TRS has paid all amounts due to CLS, CLS hereby grants TRS a license to use all CLS Intellectual Property free of additional charge and on a non-exclusive, worldwide, non-transferable, nonsublicenseable, fully paid-up, royalty-free basis solely to the extent necessary to enable TRS to make reasonable use of the Services.
- 19.2 **Standard of Care.** TRS shall (a) take all commercially reasonable measures to safeguard CLS Intellectual Property (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access; and (b) promptly notify CLS in writing if TRS becomes aware of (i) any actual or suspected infringement, misappropriation or other violation of CLS's Intellectual Property Rights in or relating to the Services, or (ii) any claim that CLS Intellectual Property, including any production, use, marketing, sale or other disposition of the Services, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any person.
- Limitations on Use. Except as this Agreement expressly permits, TRS shall not, and shall not permit any other person to (a) copy CLS Intellectual Property, in whole or in part, (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any CLS Intellectual Property, (c) rent, lease, lend, sell, resell, white label, sublicense, assign, distribute, publish, transfer, or otherwise make available CLS Intellectual Property to any third party, (d) reverse engineer, disassemble, decompile, decode, or adapt CLS Intellectual Property, or otherwise attempt to derive or gain access to the source code of CLS Intellectual Property, in whole or in part, (e) bypass or breach any security device or protection used for or contained in CLS Intellectual Property, (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of CLS Intellectual Property, (g) use CLS Intellectual Property in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law, (h) use CLS Intellectual Property for purposes of (i) benchmarking or competitive analysis of CLS Intellectual Property, (ii) developing, using, or providing a competing product or service, including the solicitation and engagement of any other customers of CLS, or (iii) any other purpose that is to CLS's detriment or commercial disadvantage; (i) use CLS Intellectual Property in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of CLS Intellectual Property could lead to personal injury

or severe physical or property damage; (j) deliver the CLS report, or the Services and CLS Intellectual Property, direct to patients or any unlicensed consumer; or (k) use CLS Intellectual Property in any manner or for any purpose or application not expressly permitted by this Agreement.

- 19.4 **Software.** The software components of CLS Intellectual Property are a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. To the extent TRS is an agency of the United States Government or any contractor therefor, TRS only receives those rights with respect to CLS Intellectual Property as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the United States Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other United States Government licensees and their contractors.
- 19.5 Applicable Law. CLS Intellectual Property may be subject to United States export control laws, including the United States Export Control Reform Act and its associated regulations. TRS will not directly or indirectly, export, re-export, or release CLS Intellectual Property to, or make CLS Intellectual Property accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. TRS will comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making CLS Intellectual Property available outside the United States.
- 19.6 Ownership of Work Product. Notwithstanding any other provision of this Agreement, for any and/or all Services provided by CLS, the parties agree that the Services performed by CLS on behalf of TRS under the terms of this SOW will result in the development of work product consisting of the Medication Action Plan for each participant (each a "MAP") and that each MAP shall be owned exclusively by TRS. CLS will not sell, lease, publish, or otherwise distribute any Member DNA Data.
- 4. CLS's Use of Data. Section 26 of the MSA shall be amended to include subsection 26.11 to read as follows:
 - 26.11 Return of Member DNA Data. In the event of the termination of this Agreement or if CLS ceases to do business for any reason, other than as a result of a merger, consolidation, acquisition or sale of all or substantially all assets of or interest in CLS, subject to the obligations of the parties under Applicable Law, including HIPAA, CLS shall promptly transfer to TRS Member DNA Data created or received by CLS arising from the Services performed on behalf of TRS. Such Member DNA Data shall be provided in an electronic format and CLS shall provide reasonable cooperation in the transfer of such Member DNA Data.
- 5. Inspection and Audit. Section 29.2 of the MSA is amended in its entirety to read as follows:

- 29.2. Inspection and Audit. On reasonable notice from TRS, at its expense, TRS may inspect and audit the Books and Records that relate to this Agreement in accordance with this section and as otherwise allowed under the provisions of an applicable SOW. CLS shall provide TRS, and TRS's Representatives, reasonable access to its Books and Records that relate to this Agreement (and allow TRS to make photocopies, at TRS's expense), during normal business hours. TRS shall determine the scope of the audit and CLS must be prepared to support the activities of the selected auditor. Auditing personnel from TRS and/or external auditors shall be allowed access to all Books and Records relating to the services and costs associated with the Services provided under this Agreement and as otherwise provided in an SOW. CLS shall include TRS's audit rights under this section in any agreement with its subcontractors that assist CLS in providing the Services.
- **6. Effect of Termination**. Section 33.1(b) of the MSA is amended in its entirety to read as follows:
 - (b) After any notice of termination is provided under section 30, CLS must restrict its Services to winding down any Services that are then in-progress (the "Wind Down Services"). The Wind Down Services shall be a continuation of the Services provided by CLS as set forth in the SOW for such Services, and, with respect to which TRS shall be obligated to continue to make payments as herein provided, even if the Wind Down Period continues after termination of the Agreement.



- **8. Assignment.** Section 37.9 of the MSA is amended in its entirety to read as follows:
 - 37.9 **Assignment.** Neither party may assign this Agreement or any of their rights or obligations under this Agreement without the other party's written consent; provided, however, that in the event of a sale of all or substantially all assets of CLS, CLS may assign this Agreement without the consent of TRS.
- **9.8. Ratification, Confirmation.** The parties ratify and confirm all provisions of the MSA as amended by this Amendment.

(6,9. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall constitute one and the same Amendment. Facsimile signatures, electronic signatures, and/or signatures delivered by email in PDF format shall be considered to be fully binding and shall carry the same weight as original signatures when executing this Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be executed as a sealed instrument as of the day and year first written above.

CORIELL LIFE SCIENCES, INC.	THE TEACHERS' RETIREMENT SYSTEM OF THE STATE OF KENTUCKY		
BY:	Ву		
Jennifer Ferrang	Gary L. Harbin		
Chief Revenue Officer	Executive Secretary		

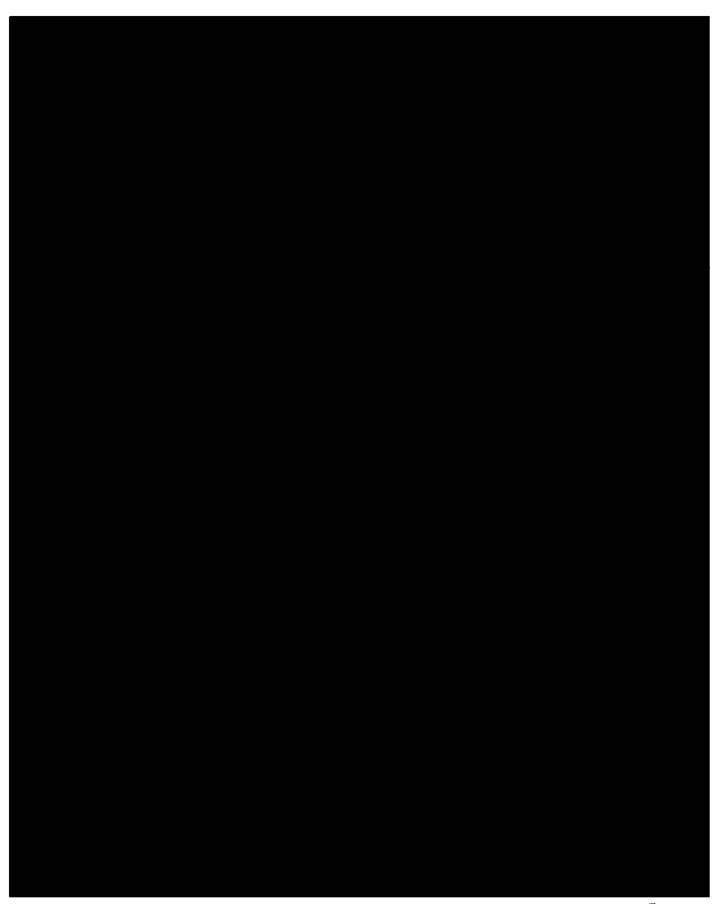
E-PGx SOW CORIELL LIFE SCIENCES AMENDMENT TO STATEMENT OF WORK NO. 1

This AMENDMENT TO STATEMENT OF WORK AGREEMENT NO. 1 ("Amendment to SOW") is entered into as of January 1, 2021 (the "Effective Date") by and between Teachers' Retirement System of the State of Kentucky ("TRS") and Coriell Life Sciences, Inc. ("CLS"), pursuant to the terms of the Master Services Agreement between TRS and CLS dated June 21, 2017, as amended by the Amendment to Master Services Agreement between TRS and CLS dated December 39, 2020 (collectively, the "Agreement").

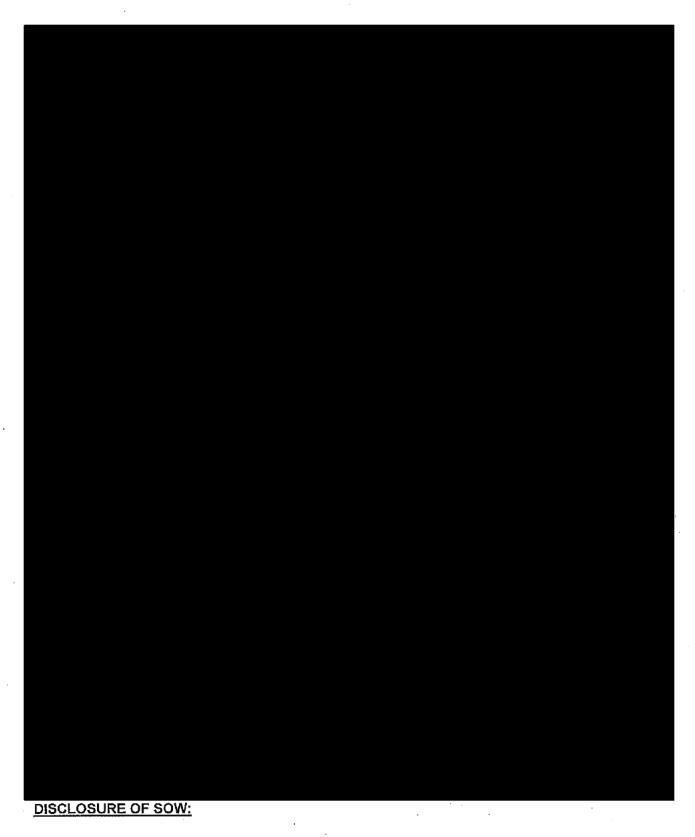
The original Statement of Work No. 1 between TRS and CLS is dated as of August 14, 2017 (the "Original SOW"). The parties agree the TARGET (as defined in the Original SOW) has been achieved and TRS seeks to broaden the scope of members invited or re-invited to participate. Accordingly, the parties acknowledge and agree they will continue to work from the Original SOW, as amended by this Amendment to SOW, in continuation of the medication safety and pharmacogenomics program.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to SOW to be executed by their respective duly authorized representatives as of the Effective Date above written. By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, the terms and conditions of this Amendment to SOW, and that they are authorized by their respective organizations to enter into binding agreements on its behalf. This Amendment to SOW shall not be deemed effective until accepted by CLS.









The parties acknowledge and agree that the terms and conditions set forth in this Amendment to SOW, as well as the SOW, constitute the Confidential Information of CLS, as that term is defined in the Agreement, which if openly disclosed would permit an unfair commercial advantage to

competitors of CLS. As a result, this Amendment to SOW, as well as the SOW, are exempt from disclosure under the Kentucky Open Records Act (KRS 61.870 to KRS 61.884) and will not be made available by TRS for inspection by the public. If TRS is ordered to disclose Confidential Information of CLS under the Kentucky Open Records Act, TRS will give notice to CLS so that CLS may, at its option and expense, defend against the disclosure.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, the terms and conditions of this Amendment to SOW.

CLS:	TRS:	
CORIELL LIFE SCIENCES, INC.	TEACHERS' RETIREMENT SYSTEM OF THE STATE OF KENTUCKY	
Jennifer Ferrang Chief Revenue Officer	Gary L. Harbin Executive Secretary	