KAISER PERMANENTE®
MUTUAL NON-DISCLOSURE TERMS AND CONDITIONS

These **Kaiser Permanente Mutual Non-Disclosure Terms and Conditions** ("NDA") apply to transactions or interactions between a supplier/contractor ("Supplier") and an entity participating in the integrated health care delivery system doing business as Kaiser Permanente® ("KP"), including Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, the Permanente Medical Groups, and all subsidiaries and successors of the foregoing, and Risant Health, Inc., and its subsidiaries and successors ("KP Affiliate") which involve the disclosure of confidential or proprietary information, unless the Parties have agreed in writing to use other terms and conditions. "Party" means a Supplier or KP Affiliate, individually, and "Parties" means a Supplier and a KP Affiliate, collectively. This NDA also applies to written agreements which incorporate by reference this NDA, including, without limitation, a Mutual Non-Disclosure Letter Agreement. The Party disclosing information will be referred to as the "Disclosing Party" and the Party receiving information will be referred to as the "Receiving Party."

1. PURPOSE

In connection with discussions between the Parties relating to the business reason or purpose for the Parties to disclose Confidential Information under this NDA ("Purpose"), the Parties desire to share certain confidential or proprietary information, while maintaining its confidential or proprietary status.

2. TERM

Unless otherwise agreed in writing, this NDA shall apply to Confidential Information disclosed by a Party from the inception of discussions relating to the Purpose, including any Confidential Information made known to Receiving Party prior to the inception of discussions and remain in effect for a period of 8 (eight) years or until it is terminated ("Term"). The requirements in this NDA will apply to Confidential Information disclosed (a) from the date the Parties began discussions relating to the Purpose, even if prior to the Effective Date and (b) until the end of the Term. Either Party may terminate this NDA at any time upon thirty (30) days' prior written notice to the other Party. Each Party's confidentiality obligations under this NDA will remain in effect for five (5) years from the termination or expiration of this NDA, except that each Party's confidentiality obligations will survive (i) with respect to trade secrets, for so long as such Confidential Information continues to be a trade secret under applicable law, and (ii) indefinitely with respect to individually identifiable health information ("Health Information") and personally identifiable information ("PII") disclosed prior to termination or expiration of this NDA.

3. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by a Party relating to the Purpose, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" or "proprietary" including, without limitation: financial information and records; data and data files and formats; business strategies and plans; information regarding Disclosing Party's affiliates, customers, suppliers, employees, independent contractors, health plan subscribers or beneficiaries, and other third parties; health information; notes, drafts, assessments, analyses, evaluations and reports; business methods, protocols, processes, inventions, ideas, know-how and trade secrets; proprietary software, hardware and other information technology; system designs, architecture and operations; requests for proposals and proposals; and business requirements, specifications and pricing. Confidential Information will include: (a) information of third parties to which the Disclosing Party owes an obligation of confidentiality, including in the case of KP Affiliate, all other entities participating in Kaiser Permanente's medical care program and (b) the fact that the Parties are involved, the substance or status of the discussions between the Parties, and the terms of this NDA or any related agreement between the Parties (or any matters relating thereto).

4. EXCLUSIONS

"Confidential Information" will not include information that: (a) is or becomes known or available to the public through no fault of the Receiving Party; (b) is lawfully acquired by the Receiving Party from a third party without breach of a confidentiality restriction; (c) the Receiving Party can demonstrate by written proof was (i) already in its possession at the time it was disclosed hereunder by the Disclosing Party or (ii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) has been approved for disclosure by the Disclosing Party; provided, however, that these exceptions will not apply to information that is Health Information or PII, as defined under applicable law.

5. CONFIDENTIALITY OBLIGATION

The Receiving Party will (a) keep the Disclosing Party's Confidential Information confidential and not disclose the Disclosing Party's Confidential Information to any third party except with the Disclosing Party's prior written consent or as permitted by this NDA; (b) use the Disclosing Party's Confidential Information only for the Purpose; and (c) use the same level of care to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information that it uses to protect its own most sensitive information, using no less than a reasonable standard of care. The Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, agents, or consultants, and KP may disclose Confidential Information to KP Affiliates, who need to know such information for the Purpose (collectively, "Representatives") and are bound by confidentiality and non-use obligations no less protective than in this NDA. The Receiving Party will be responsible and liable for any breach of this NDA by its Representatives. Supplier is strictly prohibited from de-identifying (or reidentifying), selling, distributing, commercially exploiting, aggregating, data mining, analyzing, benchmarking or otherwise using or disclosing any Confidential Information (including any anonymized, de-identified (or reidentified) or aggregated Confidential Information), or combining the Receiving Party's Confidential Information with the information of its other customers, for any purpose other than in fulfillment of the Purpose. If Receiving Party receives Health Information or PII, Receiving Party also agrees to be bound by and comply with all applicable laws governing the confidentiality and privacy of such Confidential Information.

6. COMPELLED DISCLOSURES

If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, to the extent legally permissible, promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. If the Receiving Party remains legally required to make such disclosure, the Receiving Party will only disclose that portion of the Disclosing Party's Confidential Information which is legally required and will use reasonable efforts to obtain reliable assurances that Confidential Information will be treated as confidential information and further disclosure will be restricted. Disclosures made pursuant to this Section will not alter the confidential designation of the Confidential Information, and the Receiving Party's confidentiality obligations will continue with respect to non-compelled disclosures.

7. RETURN OF CONFIDENTIAL INFORMATION

All Confidential Information (including all copies and portions thereof and including where combined with other information) will, at expiration or termination, or upon the Disclosing Party's request, be returned to the Disclosing Party or, with the consent of the Disclosing Party, destroyed except that, (a) Receiving Party's legal counsel may retain one copy for archival purposes and to verify compliance with the obligations hereunder, and (b) Receiving Party will not be obligated to erase Confidential Information contained in an archived computer system backup in accordance with its security and/or disaster recovery procedures; provided that all such Confidential Information will be subject to the confidentiality obligations of this NDA.

8. NO LICENSE

All Confidential Information will remain the property of the Disclosing Party. No right or license to or interest in the Confidential Information is granted to Receiving Party, except such use that is expressly granted by this NDA. Nothing herein will obligate either Party to deliver or purchase any products or services or enter into or continue any arrangement or agreement relating to the Purpose or any other matter.

9. NO WARRANTY

The Disclosing Party's Confidential Information is disclosed "as-is" with no warranties. The Disclosing Party will have no liability to the Receiving Party or any Representative resulting from any use of or reliance upon Confidential Information.

10. REMEDIES

The Parties agree that damages may not be an adequate remedy in the event of a breach of this NDA. If there is a breach or threat of breach of any of the provisions of this NDA by the Receiving Party, the Disclosing Party may seek injunctive and/or other preliminary or equitable relief to enforce its rights and obligations under this NDA, in addition to any other remedies available at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the Receiving Party's becoming aware of any such breach or threatened breach.

11. NOTICES

Notice must be in writing and deemed delivered: (a) on the date of personal delivery; (b) when received, if sent by a nationally recognized overnight courier (with written confirmation of receipt); (c) on the date sent by e-mail of a PDF document (with written confirmation of transmission), if sent during normal business hours, and on the next business day, if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, confirmation of delivery or return receipt requested, postage prepaid. All notices must be addressed to the addresses provided below (or such other address designated by a Party in compliance with this Section).

All notices required or permitted to be given under this NDA shall be provided as set forth below:

If to KP Affiliate:	**If to Supplier:**
Supply Chain Services – Sourcing Kaiser Permanente 4460 Hacienda Drive, Building A Pleasanton, CA 94588 Attn: Sourcing Service Delivery	Sent to the Supplier's designated address.
With a copy to: Email: B2PNotices@kp.org	

12. MISCELLANEOUS

Neither Party may assign this NDA without the other Party's written consent, and this NDA will be binding on any successor-in-interest of a Party. No waiver or modification of this NDA will be binding unless made in writing and signed by the Parties, and no failure or delay in enforcing any right will be deemed a waiver. If any provision or part of a provision of this NDA is invalid, illegal or unenforceable, the remaining provisions will remain binding and enforceable. This NDA will be governed by the laws of the State of California without regard to its choice of laws rules, and each Party consents to jurisdiction and venue in the state and federal courts in California with respect to any dispute arising under or in connection with this NDA. This NDA does not supersede (i) any non-disclosure agreement executed by the Parties for the Purpose, or (ii) any business associate agreement executed by the Parties for the Purpose ("BAA") with respect to PII or Health

Information. In the event of a conflict between the terms of this NDA and the BAA, the terms of the BAA will control.