



**Amendment No. 5 to  
Master License and Services Agreement  
(Amendment and Assignment)**

This Amendment No. 5 to Master License and Services Agreement (this "Amendment") is dated as of November 29, 2018 (the "Amendment Date"), and is made by and among Edifecs, Inc. ("Edifecs"), Texas Electronic Information Computer Corporation ("TEICC"), and the Texas Health and Human Services Commission ("HHSC"), and pertains to and is made a part of the Master License and Services Agreement dated August 29, 2014 between Edifecs and TEICC (the "Agreement"). All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement.

WHEREAS, TEICC has licensed certain Software from Edifecs pursuant to the Agreement and one or more amendments (specifically, Edifecs Amendments No. 1, 2, 3 and 4) to the Agreement;

WHEREAS, TEICC and Edifecs wish to amend the Agreement to replace a number of the license descriptions, fees and purchase terms set forth in the Agreement, and Amendments 1, 2, 3 and 4 with the license descriptions, fees and purchase terms set forth in this Amendment; and

WHEREAS, TEICC would like to assign its interests, rights, and obligations under the Agreement to HHSC.

NOW THEREFORE, for good and valuable consideration, subject to the terms of the Agreement, the parties agree to amend the Agreement as follows:

1. Assignment and Assumption. The parties hereby agree to the following: (i) effective as of the Amendment Date, all of TEICC's right, title, and interest in and to the Agreement is hereby deemed assigned, transferred, and conveyed to HHSC; and (ii) from and after the Amendment Date, HHSC shall be responsible for fully performing and satisfying all of the obligations that were the obligations of TEICC under the terms of the Agreement, including all obligations under any Statements of Work. Notwithstanding the foregoing, the Parties recognize that HHSC is an administrative agency of the State of Texas and that nothing herein is intended to waive or limit HHSC's right to negotiate any future amendments with respect to the assigned Agreement.

2. Renewal of Term. Notwithstanding the provisions of Sections 9.1.1 and 9.1.2 with respect to the automatic renewal of the term of the Agreement and the automatic renewal of the Software license term, Edifecs and HHSC agree that both the Agreement term and the Software license term may be renewed on an annual basis on September 1 by HHSC at its option by issuing a purchase order for the applicable Fees. Such purchase order will be based on the sales order provided by Edifecs.

3. Amendment. As of the Amendment Date, all references in the Agreement to "TEICC" or "Customer" are hereby deemed to be references to "HHSC".

4. Address for Notices. The following shall replace the addresses listed in the signature block of the Agreement:

Texas Health and Human Services  
Customer's Address for Notices:  
Health and Human Services Commission

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Attn: Office of the Chief Counsel  
4900 N Lamar Blvd.; MC 1100  
Austin, Texas 78751

Customer's Address for Invoices:

Invoice-HHSC MC2065  
Health and Human Services Commission  
4900 N Lamar Blvd.; MC 1100  
Austin, TX 78751  
Facsimile: (512) 206-4854  
Email: [itsa\\_invoice@hhsc.state.tx.us](mailto:itsa_invoice@hhsc.state.tx.us)

5. Licensed Software: Fees. As of the Amendment Date, the total Edifecs licensed Software products and total annual fees due under the Agreement are as set forth in Schedule 1 hereto.

6. Temporary License Keys. Edifecs has continued HHSC's access to the licensed Edifecs Software via temporary license keys, with an expiration date of December 15, 2018, to allow the parties time to negotiate this Amendment. Upon execution of this Amendment, such temporary license keys shall convert to the Edifecs standard annual license as described in the Agreement, with a license term commencement date of September 1, 2018. Edifecs shall take all necessary steps with respect to management of the software license keys to ensure uninterrupted access to the licensed software products after December 15, 2018. Edifecs acknowledges that HHSC's processing of purchase orders and payments of fees must follow internal processes defined by applicable state law, and in the event that Edifecs has not yet received payment prior to December 15, 2018, provided that HHSC has executed this Amendment acknowledging HHSC's obligation to pay the fees described above, Edifecs shall not interfere with or otherwise interrupt HHSC's use of the licensed Software products for failure to pay fees after December 15, 2018.

7. Competitive Purchase Required. Edifecs acknowledges that HHSC, as a governmental agency of the State of Texas, is obligated to comply with Texas procurement laws applicable to HHSC's purchase of the Edifecs software licenses and related services, including the obligation to procure the best value for the State of Texas. Accordingly, HHSC is obligated to pursue the most competitive pricing for the Edifecs Software via the methods prescribed by applicable law, including potentially entering negotiations with one or several authorized resellers of the Edifecs software products. In the event that HHSC, as a result of compliance with applicable Texas procurement laws, desires to enter into an agreement with an authorized Edifecs reseller for the licensed Software, Edifecs will not require any additional fees from HHSC with respect to any administrative or other internal processes of Edifecs in connection with winding down this Agreement and/or transferring administrative responsibility for the licensed Software to the Edifecs reseller under any future agreement between HHSC and an Edifecs reseller.

8. Data Security. Edifecs and HHSC agree to execute a mutually agreed upon amendment to the Agreement to incorporate applicable data security terms if requested by HHSC.

9. No Assumption of TEICC Liability. HHSC DOES NOT ASSUME ANY LIABILITY OF TEICC THAT HAS OR MAY HAVE ACCRUED UNDER THE AGREEMENT PRIOR TO THE AMENDMENT DATE. AS BETWEEN THE PARTIES, ALL SUCH LIABILITIES PRIOR TO THE

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AMENDMENT DATE REMAIN THE SOLE RESPONSIBILITY OF TEICC, AND EDIFECS SHALL LOOK SOLELY TO TEICC FOR THE FULFILLMENT OF SUCH LIABILITIES. TEICC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, HHSC, ITS EMPLOYEES, DIRECTORS, AGENTS, AND SUBDIVISIONS, FROM ANY AND ALL CLAIMS, LIABILITIES, AND COSTS, RELATED TO ANY ACT OR OMISSION OF TEICC WITH RESPECT TO THE AGREEMENT.

10. State of Texas Laws Applicable. To the extent that any provision of the Agreement is in conflict with the laws or requirements of the State of Texas or the Texas Constitution that HHSC is not permitted to waive by contract (the "**Laws of Texas**"), such provision will be inapplicable and shall be deemed amended as necessary to give it a meaning that will comply with such applicable law. Such conflicts may include, without limitation, provisions for venue, applicable law, dispute resolution, payment of attorney fees, and the prohibition on debt. With respect to any obligations of confidentiality, Edifecs acknowledges that HHSC is subject to the Texas Public Information Act (Tex. Gov't Code Ch. 552, the "**TPIA**"), and HHSC's compliance with the requirements of the TPIA shall not be deemed a breach of the Agreement. Consistent with Section 5.1 of the Agreement, the pricing terms of the Agreement are Confidential Information of Edifecs.

11. No Waiver of Sovereign Immunity. No provision of this Amendment or the Agreement may be construed to be a waiver by HHSC or the State of Texas of any sovereign immunity from suit or from liability.

12. Mission Critical Software. Edifecs acknowledges that the licensed Software provides mission critical functionality to the State of Texas with respect to access and claims processing for medical care for Texas residents. Therefore, regardless of the rights and remedies set forth in the Agreement or otherwise available under equity or applicable law, Edifecs will not in any circumstance deliberately cause an interruption or delay or otherwise interfere with HHSC's access to and/or use of the licensed Software. The foregoing shall not be construed to limit Edifecs's other rights and remedies for misuse of the licensed Software, including the assessment of applicable fees in accordance with the terms and conditions of the Agreement, and subject to the provisions of the Laws of Texas, including the dispute resolution procedures of Tex. Gov't. Code Ch. 2260.

13. Fees and Terms. As of the Amendment Effective Date and going forward, the Annual License Fee, License Descriptions, and Purchase Terms set forth in Exhibit A in the Agreement and Amendments No. 1, 2, 3 and 4 are replaced by the Annual License Fee, License Descriptions, and Purchase Terms set forth in Schedule 1, and such licenses shall be governed by this Amendment as of September 1, 2018.

14. RAMP TERMS. For the avoidance of doubt, TEICC's RAMP Management Standard Edition Software License Description, Purchase Terms and Annual License Fees set forth under the Assignment and Assumption Agreement dated August 29, 2014 and governed by the Agreement remain unchanged.

15. Governing Terms. Except as expressly set forth above, no other terms or conditions of the Agreement are modified or amended. In the event of any conflict between the Agreement and this Amendment, the terms of this Amendment will control. Each party agrees that the preprinted or other terms of any purchase order, confirmation, or similar form, shall not alter or amend any provision of this Amendment or the Agreement, or any other agreements between the parties, or otherwise control, unless the applicable parties specify in writing that such terms shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives set forth below, effective as of the Amendment Date.

ACKNOWLEDGED AND ACCEPTED:

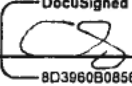
ACKNOWLEDGED AND ACCEPTED:

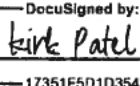
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EDIFECS, INC.

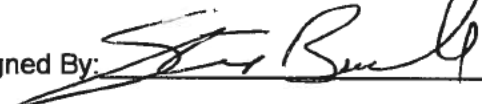
TEXAS ELECTRONIC INFORMATION  
COMPUTER CORPORATION

Signed By:   
DocuSigned by: 8D3960B0856947D  
Name: Kelly Sjolander  
Title: General Counsel  
Date Signed: December 12, 2018

Signed By:   
DocuSigned by: 17351F5D1D3543C...  
Name: Kirk Patel  
Title: President  
Date Signed: December 14, 2018

ACKNOWLEDGED AND ACCEPTED:

TEXAS HEALTH AND HUMAN SERVICES

Signed By:   
Name: Steve Buche  
Deputy Executive Commissioner, Information  
Title: Technology & Chief Information Officer  
Date Signed: 12/20/18

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## SCHEDULE 1

References in this Schedule 1 to "HHSC" or "Customer" are reference to the Texas Health and Human Services Commission.

### I. Licensed Software

Pursuant to Section 2.2 of the Agreement, the licenses below are purchased by the HHSC.

License Description	Type	Setup	Discounted Fees
<b>XEngine Server™ ("XES")</b> <ul style="list-style-type: none"> <li>• Six (6) 4-Core CPU Production Servers</li> <li>• Ten (10) 4-Core CPU Non-Production Servers</li> <li>• The following modules are included for use with XES:               <ul style="list-style-type: none"> <li>○ XEngine Server™ HIPAA X12N Module</li> <li>○ XEngine Server™ NCPDP Module</li> <li>○ XEngine Server™ HL7 Module</li> </ul> </li> </ul>	Annual	On-Premises	\$1,216,970
<b>SpecBuilder Standard Edition™ ("SB")</b> <ul style="list-style-type: none"> <li>• Eighteen (18) Named Users</li> <li>• The following modules are included for use with SB:               <ul style="list-style-type: none"> <li>○ SpecBuilder™ HIPAA X12N Module</li> <li>○ SpecBuilder™ NCPDP Module</li> <li>○ SpecBuilder™ HL7 Module</li> </ul> </li> </ul>	Annual	On-Premises	Included
<b>SpecBuilder Standard Edition™ ("SB")</b> <ul style="list-style-type: none"> <li>• Two (2) Named Users</li> <li>• The following modules are included for use with SB:               <ul style="list-style-type: none"> <li>○ SpecBuilder™ HIPAA X12N Module</li> <li>○ SpecBuilder™ NCPDP Module</li> <li>○ SpecBuilder™ HL7 Module</li> <li>○ SpecBuilder™ Operating Rules Module Phase 1 &amp; 2 Module</li> <li>○ SpecBuilder™ Operating Rules Module Phase 3 Module</li> </ul> </li> </ul>	Annual	On-Premises	Included
Preferred Client Discount			(\$365,070)
<b>ANNUAL LICENSE FEE</b>			<b>\$851,900</b>

### II. Purchase Terms

1. All amounts are shown in U.S. dollars/currency (USD).
2. Taxes, including but not limited to, sales, VAT, withholding, asset, etc., are Customer's responsibility and will be billed separately, as applicable. Any applicable tax exemption certificates or other evidence of tax exemption must be provided to Edifecs if requested..
3. The pricing herein is based on a one (1) year initial License Term term commitment by Customer for the Software and Services herein, after which, may be renewed annually as per the Agreement. During the commitment term, no cancellation or termination of the Software license is allowed, except for cause as set forth in the Agreement.
4. License Term will commence as of September 1, 2018. Fees will be invoiced upon the Amendment Effective Date and due as per the Agreement.
5. Annual License Fees include standard Technical Support and Maintenance ("TSM") Services (8:00am - 5:00pm PT, Monday - Friday). Edifecs reserves the right to increase License Fees on an annual basis.
6. License Fees do not include implementation costs or other professional services, which if applicable will be set forth in a separate Statement of Work.
7. Edifecs will utilize its resources located both in the US and in Edifecs' global delivery centers to provide any TSM Services herein, as applicable.

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8. The Software herein is comprised of multiple, associated solutions and/or product components. To the extent any associated solutions and/or product components are provided with the licensed Software but not separately licensed to Customer, such associated solutions and/or product components may be used only in conjunction with the Software that is licensed to Customer. Any use of such associated solutions and/or product components outside of the licensed Software is strictly prohibited.
9. Virtual processors are treated the same as physical processors. A single core CPU physical server is equal to a single CPU virtual server. Customer may use the products on physical machine(s) in a partitioned or virtualized environment provided that use of the products on all processor cores, physical or virtual, to which the products are assigned does not exceed the total number of physical processor cores licensed. At no time may use of the products in the partitioned or virtualized environment(s) exceed the scope of the license granted for the products. If Customer does not have the appropriate technology, then Customer must license the products to the total capacity of the machine. Customer shall monitor daily peak usage of the products using any generally accepted industry standard third-party utilization reporting tool and, upon request, shall provide Edifecs with annual reports documenting daily peak usage that specifically highlight processor core utilization for all processor cores, physical or virtual, to which the products are assigned.
10. Use of Software licensed by Named User is restricted to the number of Named Users identified and may not be shared amongst individual users. A Named User license may be transferred from one Named User to another only if the individual to whom the license is assigned (i) is terminated, (ii) moves into a new job function that no longer requires use of or access to the Software, or (iii) is subject to a condition that is otherwise agreed to by Edifecs.
11. Customer may install SpecBuilder on one (1) desktop machine only for each Named User license.
12. The Software is licensed under the terms of the Agreement, and any additional terms or conditions contained in a purchase order are rejected unless mutually accepted in writing by the parties. Purchase orders must match the terms herein for Software to be issued.
13. All information contained herein is Edifecs' Confidential Information, intended only for the Customer.

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