

THE ADVISORY BOARD COMPANY

STANDARD TERMS OF MEMBERSHIP

The agreement (together with any attachments and any subsequent amendments or addenda thereto, the "LOA") to which these Standard Terms of Membership (these "Terms") are incorporated (collectively, the "Agreement") constitute an agreement between the entity to which the LOA is addressed ("Member") and The Advisory Board Company ("Advisory Board") regarding the services described in the LOA (the "Services"). Capitalized terms not otherwise defined herein will have the meanings given to them in the LOA.

1. **Member-Provided Data.** Member shall provide or make available to Advisory Board the data as required pursuant to the LOA. Member acknowledges and agrees that Advisory Board exercises no control whatsoever over the content of such data or other content or information that Member so supplies to be used in connection with the Services (such data or other content or information, collectively, "Member Data"). Unless expressly stated otherwise in the LOA, the parties agree that Member Data under this Agreement will not include Protected Health Information (as defined in HIPAA). Member agrees that the Member Data it provides to Advisory Board under this Agreement (if any) contains true and accurate data and information, to the best of Member's knowledge. Advisory Board shall not be responsible for errors in the Member Data, or for errors in services, programs, hardware, data files, or output Advisory Board provides to or maintains for Member pursuant to this Agreement, if those Advisory Board errors result from errors in Member Data, or from Member's failure to comply with this Agreement.

2. **Fees and Payment.** Member will pay Advisory Board fees for the Services as stated in the LOA. Unless expressly stated otherwise in the LOA, Member shall pay Advisory Board within 30 days of the date of each invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of one and one-half percent (1½ %) per month or (y) the maximum amount permitted by law. Member will be responsible for all costs and expenses incurred by the Advisory Board in collecting any fees or other sums owed by Member. If Member fails to pay undisputed amounts in accordance with the LOA, Advisory Board may cease providing Services until payment in full is received, upon Advisory Board's notice to Member..

3. **Disputed Fees.** If Member disputes any fees, taxes, or other charges billed by Advisory Board, Member shall notify Advisory Board, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. All parties agree to work cooperatively to resolve any such disputed amounts. If Member fails to provide Advisory Board with a notice of such a disputed amount within ten (10) days following the date of the invoice for such disputed charge, then such amount is deemed undisputed and due to Advisory Board.

4. **Taxes.** Member will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Advisory Board's income), and any related penalties and interest for the grant of the Services hereunder. If Member is tax exempt, it shall furnish Advisory Board with evidence of its tax exempt status.

5. **Ownership.** Advisory Board is authorized to use Member Data to the extent expressly authorized in these Terms. As between the parties, Member owns the Member Data. Member acknowledges that Advisory Board may use the Member Data, and Member hereby grants Advisory Board a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the Member Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Member for any lawful purpose in Advisory Board's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, Advisory Board owns all right, title and interest in and to the research, research results, tools, methods, analyses,

reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any such materials based on or incorporating Member Data, except for the Member Data therein) (collectively, "Materials"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof. Except as stated in these Terms, no right, license, permission or interest of any kind in the Services or Materials is intended to be given, transferred to or acquired by Member by the Agreement. Member is authorized to use such items for Member's internal use only to the extent expressly authorized in these Terms. Upon termination or expiration of the Agreement, Member's rights to and its use of the applicable Services and Materials shall promptly cease, except that Member shall continue to be able to use any Materials provided to Member prior to the expiration of the term of the Agreement to the extent the Materials include Member Data.

To the extent Member presently participates in more than one Advisory Board membership program or service offering or enrolls in or purchases additional Advisory Board membership programs or service offerings in the future ("Programs"), the data that Member provides to Advisory Board in connection with a particular Program may be combined with data provided by Member in connection with other Programs or otherwise used by Advisory Board in connection with other Programs to provide services to Member pursuant to the Agreement and other membership or services agreements between Member and Advisory Board.

Member agrees that Advisory Board may collect aggregated statistical data regarding Member's use of the Service and provide such aggregated statistical data to third parties.

6. **Confidentiality; Reference.** Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Advisory Board's Confidential Information shall include, without limitation, the terms of this Agreement, financial information and employee information; information regarding Advisory Board products, marketing plans, business plans, customer names and lists, Services; reports generated by or for Advisory Board; the Materials, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Member's Confidential Information shall include information regarding Member's business and Member Data.

Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving Services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party, except as otherwise set forth herein; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise

appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Except as required by law, Member shall not disclose the fees charged by Advisory Board to Member to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Member and, in each case, are bound by confidentiality obligations to Member. Member shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. For purposes of these Terms, "Personnel" means a party's officers, directors, trustees, employees and agents. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than archival copies. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

Advisory Board may use Member's name on a list of members in Advisory Board programs.

7. Limitations on Liability. This Section limits the parties' liability to each other in actions between the parties brought under this Agreement. Each party's liability to the other party for direct damages arising out of this Agreement shall not exceed the amount Member has paid or owes Advisory Board under this Agreement for the 12-month period immediately prior to the incident giving rise to the cause of action. Neither party shall be responsible under this Agreement for any indirect, incidental, special or consequential damages resulting from either party's performance or failure to perform under this Agreement, including, without limitation, the use of or inability to use the Services. Notwithstanding the above, this Section does not limit the liability either party may have to the other party for breach of Section 6 of this Agreement, or Member's liability to Advisory Board for failure to pay amounts due under this Agreement. In addition, Advisory Board will not be liable in respect of the following: (a) any decisions made by Member as a result of the performance of the Services or as a result of any transactions made in reliance upon any of the Materials, or (b) Member's misuse of the Services, Materials or other data provided to Member in connection with the Services.

8. Warranties. Advisory Board represents and warrants that it will provide the Services in a professional and workmanlike manner. Member represents and warrants that (a) its signatory is authorized to enter into this Agreement on behalf of Member, and (b) (i) its provision of Member Data and (ii) receipt of and access to the Services by Member and its Personnel will not violate any of its obligations to third parties or violate any applicable laws and that Member has obtained all necessary third party consents to provide the Member Data and for such Member Data to be used in the manner contemplated by the

Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS," AND ADVISORY BOARD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. ADVISORY BOARD DOES NOT WARRANT THAT THE SERVICES WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND THE ADVISORY BOARD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9. Termination. Unless expressly stated otherwise, this Agreement may not be terminated for convenience in whole or in part at any time. The Agreement may only be terminated for cause by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Agreement, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon termination pursuant to clause (a) of the preceding sentence by (i) Advisory Board, all fees due to Advisory Board under the Agreement shall promptly become due and payable and (ii) Member, Advisory Board will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for Services (i.e., fees due for Services to be performed after the termination date) and, in each case, Advisory Board will be released from any further obligation to provide the Services.

10. Independent Contractor; Subcontractors. In performing the Services, Advisory Board acts as an independent contractor and not as Member's employee or agent. Advisory Board shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and Services hereunder.

11. Assignment; Successors. The Agreement is not assignable by Member without the Advisory Board's prior written consent. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

12. Notice. Any notices under the Agreement shall be in writing and sent by overnight courier, mail or facsimile. For Advisory Board, notice shall be sent to The Advisory Board Company, Attn: General Counsel, 11000 Optum Circle, Eden Prairie, MN 55344. For Member, notice shall be sent to the name and address set forth in the LOA.

13. Entire Agreement; Amendment. The Agreement consists only of the LOA and these Terms and, once executed and delivered by the parties, supersedes in its entirety all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, valid, binding and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of the LOA, the provision of the LOA shall control. Advisory Board reserves the right to modify or revise these Terms at any time, and shall post such modified or revised Terms at www.advisory.com/tcnpt.

14. General. The terms and conditions contained in these Terms shall govern and shall take precedence over any different or additional terms and conditions which Member may have included in any documents attached to or accompanying the LOA. Any handwritten changes on the face of this document shall be ignored and have no legal effect.

15. Governing Law; Survival. The Agreement is to be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules or the United Nations

Convention on the International Sale of Goods. All Sections of this Agreement relating to confidentiality, ownership of intellectual property, or limitations of liability shall survive termination or expiration of this Agreement.

16. **Headings; Interpretations Construction; Severability.** The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. The Agreement shall be construed fairly according to its terms, without regard to the drafter of any provision hereof. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Agreement: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect.

17. **Force Majeure.** Each party shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or any other cause beyond the reasonable control of either party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. In addition, Advisory Board's failure to perform under this Agreement shall be excused, and shall not be cause for termination, if such failure to perform is due to Member undertaking actions or failing to undertake actions so that Advisory Board is or would be prohibited from the due performance of any material covenant, condition or agreement contained in this Agreement.

18. **Remedies.** Except where otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

19. **No Waiver.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

20. **No Third Party Beneficiaries.** The parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing in the Agreement, whether express or implied, will confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.

21. **Counterparts; Facsimile.** The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to the Agreement by facsimile shall be effective to the same extent as if such party had delivered a manually executed counterpart. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement.