VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

CLIENT VISION CARE POLICY

Client Name	Meridian Airport Authority
Policy Number	MERAIRAU01
State of Delivery	Mississippi
Effective Date	January 1, 2024
Policy Period	36 MONTHS

In consideration of the statements and agreements contained in the Client Application, if applicable, and in consideration of payment by the Client of the premiums as herein provided, Vision Service Plan Insurance Company ("VSP") agrees to insure certain individuals under this Client Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is underwritten by VSP and administered by Community Eye Care LLC, a North Carolina limited liability company ("CEC"). This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

KATE RENWICK-ESPINOSA , President

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I.
TERM, RENEWAL AND TERMINATION

1.01. **Term**: This Policy shall commence on the Effective Date noted on the front page of this Policy, and shall remain in effect for the Policy Period, also noted on the front page of this Policy.

1.02. **Renewal**:

(a) CEC shall issue written renewal notice to the Client at least sixty (60) days before the end of the Policy Period and this Policy shall be automatically renewed for an additional period of time and at premium rate(s) specified in such notice. Such renewal shall take effect, without any lapse in coverage, on the first calendar day following the last day of the Policy Period described herein. Client may refuse renewal by notifying CEC in writing at least thirty (30) days prior to renewal.

1.03. **Termination**:

(a) This Policy may be terminated by either the Client or CEC upon expiration of a Policy Period as set forth in paragraph 1.02.

(b) This Policy may also be terminated by CEC immediately upon written notice, if Client fails to:

(i) Pay premiums by the dates defined in paragraph 3.03.

(ii) Report a material change in accordance with paragraph 3.02.

(c) If Client terminates this Policy as of any date other than the end of the Policy Period, such termination will be treated by CEC as a breach by Client.

(d) If this Policy is terminated under paragraph 1.03(b) or (c), coverage is terminated and CEC and VSP are released from all obligations of this Policy, effective as of the termination date (except for preexisting obligations specifically set forth in paragraph 1.03 (e), below). Client shall be responsible for any legal and/or collection fees incurred by CEC to collect amounts due under this Policy.

(e) If this Policy is terminated for any cause as stated in this Section 1.03, CEC is not required to pay for services provided after such termination date, except for any outstanding, unexpired benefit that is authorized before termination, or any other claim obligations that arose prior to termination.

II.
OBLIGATIONS OF CEC

2.01. Coverage of Covered Person: CEC will enroll for coverage, as directed by Client, each eligible Enrollee and his/her Eligible Dependents (if dependent coverage is provided), all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, CEC may require Client to complete, sign and forward to CEC a Client Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums.

Following the enrollment of the Covered Persons, CEC will provide Client with an Evidence of Coverage for distribution to Covered Persons by Client. Such Evidence of Coverage and Member Benefit Summaries will summarize the terms and conditions set forth in this Policy.

2.02. Administration of Plan Benefits: Through CEC Network Providers (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from, an Out-of-Network Provider) CEC shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A(s)), subject to any limitations, exclusions, or Copayments therein stated. CEC Network Providers have agreed to accept payments for services with no additional billing to the Covered Person other than Copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits. Covered Person may contact CEC Network Provider for information describing vision care services and vision care materials offered.

A Benefit Authorization must be obtained before a Covered Person can use Plan Benefits from a CEC Network Provider. When a Covered Person seeks Plan Benefits from a CEC Network Provider, the Covered Person must schedule an appointment and identify himself/herself as a CEC Covered Person so the CEC Network Provider can obtain a Benefit Authorization from CEC. CEC shall provide a Benefit Authorization to the CEC Network Provider to authorize the administration of Plan Benefits to the Covered Person. CEC shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Client and the Covered Person's past service utilization, if any.

CEC shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after CEC receives a completed claim, unless special circumstances require additional time. In such cases, CEC may obtain an extension of fifteen (15) calendar days by providing notice to the claimant of the reasons for the extension.

2.03. Out-of-Network Provider Services: When Covered Persons elect to utilize the services of an Out-of-Network Provider, benefit payments for services from such Out-of-Network Provider will be determined according to the Plan's Out-of-Network Provider benefit fee schedule if Out-of-Network Provider reimbursement is available. COVERED PERSONS MAY BE LIABLE FOR MORE THAN THE COPAYMENT. The Out-of-Network Provider may bill Covered Persons for that Provider's standard rates, regardless of the amount of CEC's Plan Benefits. If Covered Person is eligible for and obtains Plan Benefits from an Out-of-Network Provider, Covered Person remains liable for the provider's full fee. Covered Person will be reimbursed by CEC in accordance with the Out-of-Network Provider reimbursement schedule shown on the attached Schedule of Benefits (Exhibit A), less any applicable Copayments.

2.04. Information to Covered Persons: Upon request, CEC shall make available to Covered Persons necessary information describing Plan Benefits and instructions for use. A copy of this Policy shall be provided to Client and will be made available at the offices of CEC for any Covered Persons. Covered Persons may obtain information on CEC's Network Providers through CEC's website at www.cecvision.com, CEC's Customer Care toll-free number (1-888-254-4290), or by written request. If Client supplies email addresses of Covered Persons to CEC, CEC may use the email addresses to communicate information to Covered Persons about their vision benefits.

2.05. Preservation of Confidential Matters: CEC shall hold in strict confidence all confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits ("Confidential Matter(s)") and exercise its best efforts to prevent any of its employees, providers, or agents, from disclosing any Confidential Matter(s), except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Policy, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons that want more information on CEC's Confidentiality policy may obtain a copy of the policy by contacting CECs Customer Service Department or CEC's Web site at www.cecvision.com.

2.06. Urgent Vision Care: When vision care is necessary for Urgent Conditions, Covered Persons are not covered by CEC or VSP for such services and should contact a physician under Covered Persons' medical insurance plan for care.

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call CEC's Customer Care toll-free number (1-888-254-4290) for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

2.07. Coordination of Benefits: CEC will not coordinate Plan Benefits payable under this Policy with any other private or government insurance plan, including any other plan administrated by CEC or any other plan underwritten by VSP.

III.
OBLIGATIONS OF CLIENT

3.01. Identification of Eligible Enrollees: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified by the Client, and in accordance with applicable state and federal law. Client shall provide CEC with required eligibility information, in a mutually agreed upon timeframe, format and medium, to identify all Enrollees who are eligible for coverage under this Policy.

3.02. Retroactive Eligibility Terminations: Retroactive eligibility changes are limited to the month in which notification is received by CEC, plus two prior months. CEC may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination. Notwithstanding any other provision, a Covered Person's past service utilization for any Plan Benefit under this Plan during the Plan Term shall be taken into account by CEC in applying and enforcing benefit frequency limitations, unless CEC and Client otherwise agree in writing.

3.03. Change of Client Composition: Client's percentage of Enrollees covered under the Policy as well as Client's contribution and eligibility requirements are factors used to determine rates and are considered material to CEC's obligations under this Policy. During the term of this Policy and in accordance with Section 1.03, Client must provide CEC with written notification of any changes that will significantly impact utilization of the benefits and such changes must be agreed upon by CEC. Nothing in this Section shall limit Client's ability to add Enrollees or Eligible Dependents under the terms of this Policy.

3.04. Payment of Premiums: Upon receipt of CEC's billing statement, Client shall remit to CEC the premiums as set forth in Exhibit B. The premiums set forth in Exhibit B shall remain in effect for the term of this Policy unless the Client requests a change in the Schedule of Benefits, or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by CEC. Client premium payments are due upon receipt of CEC's billing statement and shall become delinquent after thirty-one (31) days. If the premium payment remains unpaid the coverage may be cancelled and the Client will be responsible for payment for all Plan Benefits provided to Covered Persons. Client shall also be responsible for any legal and/or collection fees incurred by CEC to collect amounts due under this Policy.

3.05. Distribution of Required Materials: Client shall provide to Enrollees any materials required by any regulatory authority, within the timeframe required under applicable law.

3.06. Communication Materials: Communication materials created by Client which relate to this Vision Care Policy may be submitted to CEC for review and approval. CEC's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute

certification that Client's materials meet any applicable legal or regulatory requirements including, but not limited to, ERISA requirements. In the event of any dispute between the communication materials and this Policy, the provisions of this Policy shall prevail.

IV.

CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE COVENANTS

CEC and Client have delivered, or will deliver, upon execution and delivery of this Policy, certain information about the properties and operations of their respective businesses. CEC and Client, therefore, agree as follows:

4.01. **Definition of Confidential Information.** For purposes of this Policy, "Confidential Information" means any data and/or information, in any form, disclosed by the disclosing Party ("Discloser") to the receiving Party ("Recipient") either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in paragraph 2.05 of this Policy.

4.02. **Non-Disclosure and Non-Use of Confidential Information.** Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser's Confidential Information. Recipient shall carefully restrict access to Discloser's Confidential Information to only those of its and its Affiliates' officers, directors, employees, agents and representatives (collectively, "Representatives") who (i) clearly require such access in order to enable to perform their respective obligations under this Policy (ii)

who are bound by confidentiality obligations that protect third party information which are at least as restrictive and protective as those contained in this Policy, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Policy, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

4.03. **<u>Return or Destruction of Confidential Information.</u>** The Receiving Party, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Receiving Party may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Policy. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

4.04. **<u>Injunctive Relief.</u>** The parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this Policy may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each Party is in addition to the remedies otherwise available under this Policy or otherwise at law or equity.

4.05. **<u>Survival:</u>** The obligations laid down in this Section 4 shall continue and survive beyond the termination of this Policy.

V.

OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

5.01. General: This Policy provides coverage for Client's Enrollees. If Client offers dependent coverage, this Policy will also cover Enrollees' Eligible Dependents. This Policy may be amended or terminated by agreement between CEC and Client without the consent or concurrence of Covered Persons. This Policy with any and all Exhibits and/or attachments constitutes the entire obligation of CEC and VSP to Covered Persons.

5.02. Copayments for Services Received: Any Copayments required under this Policy shall be the personal responsibility of the Covered Person receiving Plan Benefits. Copayments are to be paid at the time services are rendered or materials ordered. Amounts which exceed Plan allowances, annual maximum benefits or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

5.03. Obtaining Services from CEC Network Providers: To utilize Plan Benefits, Covered Persons must select a CEC Network Provider, schedule an appointment and inform the doctor's office that they are Covered Persons of CEC. The CEC Network Provider will contact CEC to obtain a Benefit Authorization. If a Covered Person receives Plan Benefits from a CEC Network Provider without a Benefit Authorization, any services or materials received from the doctor will be treated as benefits from an Out-of-Network Provider. Covered Person may contact CEC Network Provider for information describing vision care services and vision care materials offered.

5.04. Out-of-Network Provider Benefits: If required by state law, or if purchased by Client, this Policy provides Plan Benefits for services and materials received from Out-of-Network Providers. Covered Persons or Out-of-Network Providers may submit requests for reimbursement to CEC. CEC will pay available Plan Benefits to Covered Persons. CEC may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided.

5.05. Complaints and Grievances: Complaints and grievances may be submitted by Covered Persons to CEC in writing, by telephone, online or through Covered Persons' CEC Network Providers, as explained in the Evidence of Coverage for this Policy. CEC will resolve all complaints and grievances within thirty (30) calendar days following receipt unless special circumstances require an extension of time. Where such extension is required, CEC will resolve all complaints and grievances as soon as possible, but not later than one hundred twenty (120) calendar days after receipt. If CEC determines that a complaint or grievance cannot be resolved within thirty (30) calendar days, it will notify Covered Person of the expected

resolution date. CEC will notify Covered Person in writing of the final resolution of all complaints and grievances.

5.06. <u>Claim Denial Appeals</u>: If a claim is denied in whole or in part, under the terms of this Policy, a request may be submitted to CEC by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including their provider, as their authorized representative. References in this Section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: All requests for review must be made within one hundred eighty (180) calendar days following denial of a claim. The Covered Person may review, during normal business hours, any documents held by CEC pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in CEC's review. CEC's response to the initial appeal, including specific reasons for the decision, shall be communicated to the Covered Person within thirty (30) calendar days after receipt of the request for the appeal.

b) Second Level Appeal: If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. A request for a second level appeal must be submitted to CEC within sixty (60) calendar days after receipt of CEC's response to the initial appeal. CEC shall communicate its final determination to Covered Person within thirty (30) calendar days from receipt of the request, or as required by any applicable state or federal laws or regulations. CEC's communication to the Covered Person shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Additional information is available from the U. S. Department of Labor or the insurance regulatory agency for Covered Persons' state of residency. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed. ERISA remedies may apply in those instances where the claims were not approved in whole or in part as the result of appeals under this Policy and Covered Person disagrees with the outcome of such appeals.

5.07. <u>Time of Action</u>: No action in law or in equity shall be brought to recover on this Policy prior to the Covered Person exhausting his/her rights under this Policy and/or prior to the expiration of sixty (60) calendar days after the claim and any applicable documentation has been filed with CEC. No such action shall be brought after the three (3) year statute of limitations, in accordance with the terms of this Policy.

5.08. **Insurance Fraud**: Any Covered Person who intends to defraud, knowingly facilitates a fraud, submits a claim containing false or deceptive information, or who commits any other similar act as defined by applicable state or federal law, is guilty of insurance fraud. Such an act is grounds for immediate termination of the coverage under this Policy of the Covered Person committing such fraud.

5.09. **Proof of Loss:** Written proof of loss shall be furnished to CEC within 365 days after the date of the loss. CEC may deny any claims received after three hundred sixty-five (365) calendar days from the date services are rendered and/or materials provided. Failure to submit a claim within the time required does not invalidate or reduce the claim if it was not reasonably possible to submit the claim within the required time, if the claim is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than 1 year from the time the claim is otherwise required.

5.10. **Claim Forms**: CEC does not require a notice of claim. You may obtain a claim form on cecvision.com or call (888) 254-4290 to request a hard copy. CEC will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If the forms are not furnished within ten (10) working days after such request, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made. Claim forms may be submitted at cecvision.com or mailed to the address below:

CEC
4944 Parkway Plaza Blvd Suite 200
Charlotte NC 28217

5.11. **Time of Payment of Claims**:

1. All benefits payable under this policy for any loss, other than loss for which this policy provides any periodic payment, will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of clean claim where claims are submitted in paper format. Benefits due under the policies and claims are overdue if not paid within twenty-five (25) days or thirty-five (35) days, whichever is applicable, after the insurer receives a clean claim containing necessary medical information and other information essential for the insurer to administer preexisting condition, coordination of benefits and subrogation provisions. A "clean claim" means a claim received by an insurer for adjudication and which requires no further information, adjustment or alteration by the provider of the services or the insured in order to be processed and paid by the insurer. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision.

A clean claim includes 3 resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to the insurer, do not change the clean claim status. A clean claim does not include any of the following:

a. A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim;

b. Claims which are submitted fraudulently or that are based upon material misrepresentations;

c. Claims that require information essential for the insurer to administer preexisting condition, coordination of benefits or subrogation provisions; or

d. Claims submitted by a provider more than thirty (30) days after the date of service; if the provider does not submit the claim on behalf of the insured, then a claim is not clean when submitted more than thirty (30) days after the date of billing by the provider to the insured. Not later than twenty-five (25) days after the date the insurer actually receives an electronic claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Not later than thirty-five (35) days after the date the insurer actually receives a paper claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within twenty (20) days after receipt. For purposes of this provision, the term "pay" means that the insurer shall either send cash or a cash equivalent by United States mail, or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the provider or insured.

2. If the claim is not denied for valid and proper reasons by the end of the applicable time period prescribed in this provision, the insurer must pay the provider (where the claim is owed to the provider) or

the insured (where the claim is owe to the insured) interest on accrued benefits at the rate of * * * three percent (3%) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest due pursuant to this provision is less than One Dollar ($1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed. The provisions of this subparagraph 2 shall not apply to any claims or benefits owed under Medicare Advantage plans or Medicare Advantage Prescription Drug plans.

3. In the event the insurer fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in * * * subparagraph 2 and any other damages as may be allowable by law. If it is determined in such action that the insurer acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, the person entitled to such benefits (health care provider or insured) shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

VI.
CONTINUATION OF COVERAGE

VSP and CEC reserve the right to offer replacement coverage to individuals whose previous coverage has terminated or is subject to termination. Any such offer of replacement coverage shall be separate and distinct from, and not in lieu of, any COBRA-required offer of continuation coverage.

VII.

DISPUTE RESOLUTION

7.01. Dispute Resolution: CEC, VSP and Client agree that all disputes arising out of or relating to this Policy shall be resolved, wherever possible, through mediation. When such negotiation is not successful, both parties agree to try in good faith to settle disputes by voluntary mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. All efforts shall be made by both parties to avoid arbitration, litigation, or other dispute resolution procedures.

7.02. Choice of Law: If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of Delivery of this Policy shall be the applicable law.

VIII.
NOTICES

Any notices required under this Policy to either Client or CEC shall be in written format. Notices sent to the Client will be sent to the address or email address shown on the Client's Application unless otherwise directed by Client. Notices to CEC shall be sent to CEC 4944 Parkway Plaza Blvd. Suite 200 Charlotte, NC, 28217. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

IX.
STANDARD PROVISIONS

9.01. Entire Agreement: This Policy, the Client Application, the Evidence of Coverage, and all Exhibits and attachments hereto, constitute the entire agreement of the parties and supersede any prior understandings and agreements between them, either written or oral. Any change or amendment to this Policy must be mutually agreed upon by both CEC and Client. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Client for distribution to Enrollees do not constitute a part of this Policy.

9.02. Indemnity: CEC and VSP agrees to indemnify, defend and hold harmless Client, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of CEC, its officers, agents or employees, to perform any of the activities, duties, responsibilities or covenants specified herein, including, without limitation, breach of confidentiality. Client agrees to indemnify, defend and hold harmless CEC and VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Client, its officers, agents or employees to perform any of the duties, responsibilities or covenants specified herein, including, without limitation, breach of confidentiality.

9.03. Liability: CEC arranges for the provision of vision care services and materials through agreements with CEC Network Providers. CEC Network Providers are independent contractors and are responsible for exercising independent judgment. CEC does not itself directly furnish vision care services or supply materials. Under no circumstances shall CEC, VSP or Client be liable to each other for the negligence, wrongful acts or omissions of any doctor, non-CEC owned laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

9.04. Grace Period: A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force

9.05. Assignment: Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto, except as expressly authorized herein.

9.06. **Severability**: Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

9.07. **Governing Law:** This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

9.08. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

9.09. **Equal Opportunity**: CEC and VSP are Equal Opportunity and Affirmative Action employers.

9.10. **Gender**: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

9.11. **Force Majeure**: Neither Party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party; provided the affected Party immediately notifies the other Party and takes reasonable and expedient action to resume operations. Nothing in this Section will relieve a Party from liability for failure to have back-up systems that are standard in its industry. During the period of delay, the Party that is not affected by the catastrophic event may suspend its own performance pending resumption of performance by the affected Party.

9.12. **Reinstatement**: If any renewal premium be not paid within the time granted Client for payment, a subsequent acceptance of premium by CEC or by any agent duly authorized by the insurer to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy. However, if CEC or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, this Policy will be reinstated upon approval of such application by CEC or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless CEC has previously notified Client in writing of its disapproval of such application. In all other respects CEC and Client shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

9.13. <u>Time Limit on Certain Defenses</u>: After two years from the date of issue of this Policy, no misstatements, except for fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred commencing after the expiration of such two year period.

X.

DEFINITIONS

The key terms in this Policy are defined:

10.01. AFFILIATE: As to either Party, any corporation or other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under Common control with that Party. The term "***Control***" means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

10.02. BENEFIT AUTHORIZATION: A process used to confirm eligibility of an individual named as a Covered Person of CEC, and identifying those Plan Benefits to which Covered Person is entitled.

10.03. CEC NETWORK PROVIDER: An optometrist, therapeutic optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with CEC to provide Plan Benefits to Covered Persons of CEC.

10.04. CLIENT: An employer or other entity which contracts with CEC and VSP to provide coverage under this Policy for its Enrollees and their Eligible Dependents.

10.05. CLIENT APPLICATION: The form signed by an authorized representative of the Client to apply for Enrollee coverage under this Policy.

10.06. COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985.

10.07. COMPLAINTS AND GRIEVANCES: Disagreements regarding access to care, quality of care, treatment or service.

10.08. CONFIDENTIAL INFORMATION: The information as further defined in paragraph 5.01 of this Policy.

10.09. COORDINATION OF BENEFITS: A procedure which allows more than one insurance plan to consider a Covered Person's vision care claims for payment or reimbursement.

10.10. COPAYMENTS: Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.

10.11. COVERED PERSON: An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to CEC, and who is covered under this Policy.

10.12. ELIGIBLE DEPENDENT: Any dependent of an Enrollee who meets the criteria for eligibility established by Client.

10.13. ENROLLEE: An employee or member of Client who meets the criteria for eligibility established by Client.

10.14. EVIDENCE OF COVERAGE ("EOC"): A summary of the provisions of this Policy, prepared by CEC and provided to Client for distribution to Enrollees by Client.

10.15. OUT-OF-NETWORK PROVIDER: Any optometrist, therapeutic optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with CEC to provide vision care services and/or vision care materials to Covered Persons of CEC.

10.16. PLAN or PLAN BENEFITS: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy.

10.17. POLICY PERIOD: The length of time this Policy is in effect, as shown on the front page of this Policy.

10.18. RENEWAL DATE: The date when this Policy shall renew or terminate if proper notice is given.

10.19. SCHEDULE OF BENEFITS: The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.

10.20. SCHEDULE OF PREMIUMS: The document, attached as Exhibit B to this Policy, which defines the payments a Client is obligated to pay to CEC on behalf of a Covered Person to entitle him/her to Plan Benefits.

10.21. STATE OF DELIVERY: The State in which this Policy is being issued, delivered or renewed.

10.22. TERMINATION: Cancellation of the Policy as stated in Article I.

10.23. URGENT CONDITION: A condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate care; or an unforeseen occurrence calling for immediate action.

10.24. VISION CARE POLICY or POLICY: The Policy issued by VSP, to a Client, under which the Client's Enrollees or members, and their Eligible Dependents, are entitled to become Covered Persons and receive Plan Benefits in accordance with the terms of such Policy. The Policy includes any and all Exhibits and/or attachments thereto.

EXHIBIT A

SCHEDULE OF BENEFITS

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of Community Eye Care ("CEC") are entitled, subject to any Copayment and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

BENEFIT PERIOD: A twelve month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to elgibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Dependent Parent
- Any unmarried child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, grandchild, child in the custody of Enrollee due to an act of voluntary surrender, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to age 21 or to age 26 if full time students. An unmarried dependent child who is who is a full time student who develops a mental or nervous condition, problem, or disorder which renders the child, in the opinion of a qualified psychiatrist, unable to attend school as a full time student and from holding self-sustaining employment, is eligible for coverage until age 24.

A dependent unmarried child/grandchild over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment by reason of intellectual or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS
CEC NETWORK PROVIDERS

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Covered in full* once every 12 months, after a $10 Copayment.**

Comprehensive examination of visual functions and prescription of corrective eyewear.

CONTACT LENS FITTING AND EVALUATION: Covered in full* once every 12 months, after a $10 Copayment.**

SPECTACLE LENSES, CONTACT LENSES AND FRAMES: Covered up to $175.00* once every 12 months after a $10 Copayment.**

The CEC Network Provider will prescribe and order Covered Person's lenses, will verify the accuracy of finished lenses, and will assist Covered Person with frame selection and adjustment.

*Less any applicable Copayment.
** beginning with the first day of the Benefit Period

EXCLUSIONS AND LIMITATIONS OF BENEFITS

NOT COVERED

1. Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
2. Replacement of lenses, frames and/or contact lenses furnished under this plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
3. Orthoptics or vision training and any associated supplemental testing.
4. Medical or surgical treatment of the eyes.
5. Additional fitting and follow up fees for complex and necessary contact lens wearers.
6. Contact lens modification, polishing or cleaning.
7. Contact lens insurance policies or service agreements.
8. Local, state and/or federal taxes, except where CEC is required by law to pay.
9. Services associated with necessary contact lenses, Corneal Refractive Therapy (CRT) or Orthokeratology.
10. Corrective eyewear required by an employer as a condition of employment.
11. Services provided as a result of any Worker's Compensation law.

PLAN BENEFITS
OUT-OF-NETWORK PROVIDERS

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Covered up to $50.00* once every 12 months, after a $10 Copayment.**

Comprehensive examination of visual functions and prescription of corrective eyewear.

CONTACT LENS FITTING AND EVALUATION: Covered in up to $48.00* once every 12 months, after a $10 Copayment.**

SPECTACLE LENSES, CONTACT LENSES AND FRAMES: Covered up to $148.75* once every 12 months** after a $10 Copayment.

** beginning with the first day of the Benefit Period
*Less any applicable Copayment.

EXCLUSIONS AND LIMITATIONS OF BENEFITS
Out-of-Network

1. Exclusions and limitations of benefits described above for CEC Network Providers shall also apply to services rendered by Out-of-Network Providers.
2. Services from an Out-of-Network Provider are in lieu of services from a CEC Network Provider.
3. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
4. CEC is unable to require Out-of-Network Providers to adhere to CEC's quality standards.

EXHIBIT B

SCHEDULE OF PREMIUMS

CEC shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below:

$7.27 per month for each eligible Enrollee without dependents
$14.54 per month for each eligible Enrollee with an eligible spouse
$12.36 per month for each eligible Enrollee with eligible child(ren)
$20.36 per month for each eligible Enrollee with eligible spouse and child(ren)]

NOTCE: The Premium under this Policy is subject to change upon renewal (after the end of the Initial Policy Term or any subsequent Policy Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.