Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") IS MADE BETWEEN THE SUBSCRIBER AND COLLECTIVE MEDICAL TECHNOLOGIES, INC., A POINTCLICKCARE COMPANY ("**COLLECTIVE"**).

SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT, BY (1) EXECUTING AN SALES ORDER FORM THAT REFERENCES THIS AGREEMENT, (2) CLICKING A BOX INDICATING ACCEPTANCE, OR (3) USING THE SERVICES. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on October 1, 2026. It is effective between Subscriber and Collective as of the date of Subscriber's acceptance this Agreement (the "**Effective Date**"). By electronically accepting this Agreement, Subscriber acknowledges that it has read, understood, and agreed to be bound by its terms and conditions.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions**

1.1. "**Affiliate**" means any organization (a) which controls, is controlled by, or is under common ownership or control with a Party; or (b) for which a Party directly or indirectly holds or controls fifty percent (50%) or more of the beneficial ownership or voting interest or the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract, or otherwise.

1.2. "**Authorized Purposes**" are the purposes and activities for which Subscriber authorizes Collective, and for which Subscriber is authorized, to use or disclose Patient Data through the Services, which are treatment, payment, health care operations and public health activities, as those terms are used and defined in 45 C.F.R. §§ 160 and 164, and in all cases only as permitted by applicable state and federal law.

1.3. "**BAA**" means the Business Associate Agreement between the Parties, attached hereto as Attachment B.

1.4. "**Collective Network**" means the network facilitated by the Collective Platform pursuant to which Network Participants share Patient Data for Authorized Purposes.

1.5. "**Collective Platform**" means certain remotely hosted software-as-a-service (SaaS) applications and their underlying technologies that facilitate access to information sourced from Network Participants on the Collective Network.

1.6. "**Network Participant**" means (i) a Partner Network or (ii) any covered entity, business associate, or other health care entity that participates in the Collective Network by executing an agreement with Collective with network terms substantially similar to those set forth in this Agreement. Subscriber is a Network Participant.

1.7. "**Network Policies**" means the Network Security Policy, the applicable Sensitive Information Policy, the Terms of Use, the System Requirements, and such other Collective-defined policies and requirements available or referenced at https://collectivemedical.com/network-policies/ which govern the technical or administrative operations of the Collective Network and which may be updated or amended by Collective in accordance with Section 12.6, below.

1.8. "**Partner Network**" means a data solutions provider or electronic data exchange network (such as a health information exchange or an electronic medical record with interoperability functionality for sharing Patient Data) with which Collective has a relationship which allows sharing of certain Patient Data for Authorized Purposes.

1.9. "**Patient Data**" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but, where context dictates, limited to the information created or received by Collective from or on behalf of Subscriber.

1.10. "**Sensitive Information**" is a subset of Patient Data which is specifically identified or referred to in the Sensitive Information Policy and which includes, but is not limited to, Psychotherapy Notes and Substance Use Disorder Information.

1.11. "**Service Order Form**" or "**SOF**" means an ordering document specifying the Services to be provided hereunder that is entered into between Subscriber and Collective, including any addenda and supplements thereto. SOFs shall be deemed incorporated herein by reference. No SOF will be binding unless executed by both Parties.

1.12. "**Services**" means the provision of access to and participation in the Collective Network via one or more SaaS applications on the Collective Platform, including updates and modifications thereto, related support services, configurations, implementations, documentation, and training services, in each case as specified in a SOF.

1.13. "**Terms of Use**" or "**ToU**" means the terms of use for the Services, available at https://collectivemedical.com/network-policies/ or such other URL as Collective may provide.

1.14. "**Users**" means any of Subscriber's employees, agents, workforce members, and independent contractors which Subscriber authorizes to use the Services in accordance with the Agreement, including the Terms of Use.

2. **Services**

2.1. Subscription. Subject to the terms of the Agreement and any restrictions set forth in a SOF, Collective grants Subscriber and its Users a non-exclusive, non-transferable, nonsublicenseable right to have its Users: (a) access the features and functions of the Services ordered under a SOF solely for Subscriber's internal business purposes; and (b) view, download and use the content made available to Subscriber and Users through the Services solely in accordance with the terms of this Agreement. Subscriber and Users will use the Services in accordance with the applicable ToU. Except as expressly set forth in this Agreement, Collective retains all right, title and interest in and to the Services, and all intellectual property rights therein. Collective reserves all rights not expressly granted to Subscriber under this Agreement.

2.2. Users. Subscriber shall grant and revoke User authorizations in accordance with Collective's reasonable security and user-credentialing requirements as may be communicated by Collective from time to time. Subscriber shall ensure that its Users' access to and use of the Services are in accordance with the ToU. Subscriber is solely responsible for each of its Users': (a) use of the Services, (b) training, (c) compliance with the ToU, and (d) compliance with applicable state and federal privacy laws (including, without limitation, the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d) (the "**Minimum-Necessary Standard**").

2.3. Restrictions. Subscriber and its Users may use the Services only in accordance with applicable law and the Agreement. Except as expressly authorized by the Agreement, Subscriber will not, and will not allow any User or other third party under its control to, (a) permit any non-User to access or use the Services; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services; (c) use the Services or any Collective Confidential Information to develop a competing product or service or create any derivative works based on the Services; (d) use any Services, or allow the transfer, transmission, export, or re-export of any Services or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department

or any other government agency; (e) bypass or breach any security device or protection used by the Services or access or use the Services other than through the use of a User's own then-valid access credentials; (f) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious or which contain, transmit, or activate any harmful or destructive code; (g) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services, including any screen displays, etc., or any other products or materials provided by Collective hereunder; or (h) access the Services or allow any employee, contractor or agent to access the Services, with, for example, any automated or other process such as robotic process automation, screen scraping, by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose. Except to the extent expressly warranted by Collective hereunder, Collective will not be liable to Subscriber or otherwise responsible for any results obtained or derived by Subscriber's use of the Services. Subscriber further acknowledges and understands that the full availability of certain functionality or content of the Services depends, in part, upon the accuracy and completeness of the Patient Data provided by Subscriber to Collective via the Services. Accordingly, such unavailability of the Services shall not be deemed to be a failure by Collective to provide the Services hereunder. Subscriber agrees that it shall hold Collective harmless from any and all adverse expenses, damages, or losses which may result from any such unavailability of the Services.

2.4. Connectivity. As between Collective and Subscriber, Subscriber is solely responsible for all telecommunication and internet connections required to access the Services, as well as all hardware and software at Subscriber's site(s). In addition to other third-party costs that may apply, Subscriber agrees to pay for all telecommunications services required for Subscriber and its Users to access the Services. Subscriber's access to the Services is conditioned upon Subscriber's compliance with the Minimum System Requirements. Collective hereby disclaims all liabilities and makes no warranties of any kind with respect to Subscriber's use of products or services provided by a third party to access or use the Services (e.g., computers, operating systems, internet connections, EMRs (if applicable)).

2.5. Services Ownership and Feedback. Except for the limited rights expressly provided to Subscriber herein, Collective retains all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Services, and all copies, modifications, and derivative works thereof (including any changes which incorporate any of Subscriber's or a User's ideas, feedback, or suggestions). Subscriber acknowledges and understands that Subscriber is obtaining only a limited right to access the Services during the Term and that, irrespective of any use of terms such as "purchase" or "sale" hereunder or in any SOF, no ownership rights are conveyed to Subscriber under the Agreement. Subscriber acknowledges that Collective makes available to all of its Network Participants on a regular basis improvements to the Services which may be based in whole or in part on feedback provided by its Network Participants and their Users and Subscriber hereby grants, to the extent Subscriber has the authority to so grant, to Collective a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback which is provided to Collective by Subscriber or its Users.

2.6. Subscriber Ownership of Patient Data. Subscriber shall retain ownership of its Patient Data but acquires no right, title, or interest, except for the limited right expressly granted to Subscriber herein, in Collective's proprietary format or display of same. Subscriber hereby grants to Collective a non-exclusive license to use and disclose the Patient Data that Subscriber transmits via the Services and the other data described herein, in each case solely for the purposes expressly set forth herein.

3. **Data Use and Compliance**

3.1. Subscriber Attestation. Subscriber acknowledges and understands that the Services include certain software applications that enable Subscriber and its Users to access and share information, including Patient Data, electronically with other Network Participants for Authorized Purposes. Accordingly, in

order to access the Services and participate in the Collective Network, Subscriber hereby attests that Subscriber is either a covered entity or a business associate to one or more covered entities (or both), as those terms are used and defined at 45 CFR 160.103. Collective's willingness to provide access to the Services in conditioned upon Subscriber's attestation in this Section. Subscriber shall provide additional clarifications regarding such status upon Collective's request. Any misrepresentation of such status by Subscriber shall be an incurable breach of this Agreement.

3.2. Business Associate. The Parties acknowledge that Collective is a business associate of Subscriber and the Services are provided subject to the BAA.

3.3. Network Security. Collective and Subscriber each agree to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Patient Data as required by the HIPAA Security Rule set forth at 45 CFR Part 160 and 45 CFR 164 Subparts A and C, and to comply with the Network Security Policy. Collective shall store Subscriber's Patient Data solely within the United States and shall access Subscriber's Patient Data solely from within the United States and Canada.

3.4. Sensitive Information Compliance. Subscriber and its Users may use and disclose Sensitive Information via the Services only to the extent that such use and disclosure are strictly in accordance with the Sensitive Information Policy.

3.5. Use & Disclosure of Information by Subscriber and Subscriber's Contractors.

3.5.1. Subject to the terms of this Agreement, Subscriber may use and disclose Patient Data via the Services for the Authorized Purposes. As between Subscriber and Collective, Subscriber is solely responsible for ensuring that Subscriber's use and disclosure of Patient Data via the Services (a) is limited to Authorized Purposes; (b) is permissible under any applicable notice of privacy practices; (c) is not required to be authorized or consented to by any person, including any individual to whom it pertains, or if authorization or consent of any person is required, that it has been obtained, including any consent requirements set forth in the Sensitive Information Policy; (d) is not subject to an agreed upon or required restriction which would prohibit the disclosure; and (e) is limited to individuals with whom Subscriber has a direct or indirect relationship for treatment, payment, or health care operations purposes, or for whom Subscriber is permitted by applicable law to access Patient Data for a public health purpose. Furthermore, Subscriber hereby represents that its access to, use of, and disclosure of Patient Data via the Services shall be consistent with all applicable federal and state laws, including, without limitation, the Minimum-Necessary Standard.

3.5.2. If Subscriber engages an individual or entity as a business associate of Subscriber to provide services on Subscriber's behalf which services require access to Patient Data via the Services (each a "**Contractor**"), Subscriber shall restrict such Contractor's use and disclosure of Patient Data to the applicable Authorized Purposes and in all cases consistent with the Minimum-Necessary Standard. To the extent that Subscriber requests that Collective directly deliver Subscriber's Patient Data to Subscriber's Contractor, via the Services or otherwise, and Collective agrees to do so, then Subscriber shall deliver an authorization letter to Collective which identifies the specific subset of Patient Data necessary to fulfill the request. Such authorization letter shall be deemed to include the following Subscriber representations: (a) that Subscriber has executed a services contract and a valid HIPAA business associate agreement with the Contractor; (b) that the Patient Data which Subscriber instructs Collective to deliver to the Contractor is consistent with the Authorized Purposes and with the Minimum-Necessary Standard; (c) that the Contractor has provided Subscriber with assurances to Subscriber's reasonable satisfaction with respect to the Contractor's information-security practices and related compliance, and that Subscriber understands and acknowledges that Collective will not be performing its own security or compliance assessments of the Contractor; (d) that Subscriber will not hold Collective responsible for the Contractor's use or disclosure of, or changes to, the Patient Data or for any other activity of Subscriber's Contractor; and (e) that Subscriber will

immediately notify Collective upon termination of Subscriber's services contract or business associate agreement with the Contractor or upon any change of the scope of such agreements such that a change to the Contractor's access to Subscriber's Patient Data is merited.

3.5.3. State PDMP Data. To the extent that a SOF indicates that the Services include data from one or more states' prescription drug monitoring programs ("**PDMP Data**"), Subscriber's access to and use of such PDMP Data may be subject to certain additional flow-down terms and conditions imposed by the applicable state PDMP administrators, which additional terms and conditions shall be set forth in the applicable SOF.

3.5.4. Access to Affiliate Markets. In the event that Subscriber sends data to, or receives data via the Services from, Audacious Inquiry, LLC ("**Audacious**"), an Affiliate of Collective, in one or more of the states in which Audacious operates, then the applicable terms set forth on Attachment A shall supplement this Agreement.

3.6. Artificial Intelligence Features. Subscriber acknowledges and agrees that the Services provided under this Agreement may include certain functionalities powered by artificial intelligence ("**AI Features**"). These AI Features are designed to provide automated outputs, analyses, and recommendations to assist Subscriber and its Users in their use of the Services, and have been designed in compliance with healthcare regulatory requirements, where applicable. Subscriber acknowledges that AI-generated outputs are generated through probabilistic and algorithmic processes that may not account for all situational nuances, regulatory requirements, or specific contexts relevant to the Subscriber's intended use. Subscriber and its Users expressly agree that they are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information, suggestions, or recommendations produced by the AI Features before reliance or implementation in Subscriber's business processes. Subscriber further agrees to exercise its own professional judgment and seek additional professional advice where necessary, particularly where any such AI-generated outputs might have legal, financial, operational, or compliance implications. Collective makes no representations or warranties as to the suitability or fitness of AI-generated outputs for any particular purpose and disclaims all liability for any outcomes resulting from Subscriber or its Users' reliance on AI Features.

3.7. Use and Disclosure of Patient Data for the Authorized Purposes. Unless separately agreed to between Subscriber and a Network Participant, and subject to any other applicable legal or contractual requirements, obligations, limitations, or conditions, including but not limited to those set forth in this Agreement, the transfer of Patient Data by Subscriber via the Services, either directly or by way of a third party, grants to Collective and to the Network Participants full rights to use and disclose such Patient Data for all of the Authorized Purposes, even if the original transfer of such Patient Data was made in connection with only a subset of the Authorized Purposes. Authorized Purposes may, by way of illustration and not limitation, consist of uses or disclosures of Patient Data for population health services, data aggregation services as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), inclusion in records, disclosure to other parties, modification, de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), and destruction, in each case only to the extent permitted by applicable law. For the avoidance of doubt, this Agreement does not permit any sale or marketing of Patient Data.

3.8. Use and Disclosure of Patient Data by Collective. Collective may use and disclose Patient Data (i) for the Authorized Purposes as described in Section 3.6, (ii) for Collective's proper management and administration, (iii) for development and improvement of the Services, (iv) for de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), (v) to create and share Limited Data Sets in accordance with 45 CFR § 164.514, and (vi) as otherwise authorized in this Agreement or the BAA. Any obligation in the Agreement or the BAA to return or destroy Patient Data following termination of the Agreement or the BAA shall be understood to not apply to any Patient Data for which return or destruction is not feasible. Subscriber acknowledges that among the possible reasons for which return or destruction of Patient Data may not be feasible are instances where the Patient Data has been

transmitted via the Collective Network to another Network Participant for Authorized Purposes as described herein and where Collective, therefore, holds such Patient Data pursuant to a separate HIPAA business associate agreement between Collective and such Network Participant.

3.9. Use and disclosure of Administrative Data, Transaction Data, and Derived Data by Collective.

3.9.1. Administrative Data. "**Administrative Data**" means information identifying and pertaining to Subscriber and its Users, such as User contact information, but which does not contain Patient Data or Subscriber's Confidential Information, which Collective uses to manage and administer the Services and provide support to Subscriber and its Users. Collective may use and disclose Administrative Data for purposes of providing the Services to Network Participants, for the purposes set forth in the Terms of Use, for Collective's proper management and administration, and as required by law.

3.9.2. Transaction Data. "**Transaction Data**" means information and statistics about Subscriber's interactions with and usage of the Services, but which does not contain Patient Data, Administrative Data, or Subscriber's Confidential Information. Collective may use and disclose Transaction Data for any lawful purpose, including, by way of illustration and not limitation, (i) for the analysis, development, improvement, and provision of the Services and other Collective products and services; (ii) for recordkeeping, fee calculation, internal reporting, support, and other internal business purposes; (iii) to report the number and type of transactions and other statistical information concerning the Services; and (iv) to otherwise administer and facilitate the Services.

3.9.3. Derived Data. "**Derived Data**" means any data that Collective derives from Patient Data, Administrative Data, or Transaction Data that does not include Subscriber's Confidential Information or any Patient Data or other personally identifiable information. Subscriber hereby acknowledges and agrees that the Derived Data is owned by, and is the exclusive property of Collective, and that Collective may use, disclose, market, license, distribute, sell, receive remuneration for, create derivative works of, and otherwise commercialize the Derived Data for any legally permissible purpose without restriction.

4. **Fees and Payment**

4.1. Subscription Fees. Subscriber shall pay all fees specified in the applicable SOFs, as modified from time to time pursuant to Section 4.3 below. Except as otherwise specified herein or in a SOF, (a) fees are based on Services purchased and not actual usage, and (b) payment obligations are non-cancelable and fees paid are non-refundable.

4.2. Billing Start Date. Invoicing for Services shall begin on the date ninety (90) days from contract signing, or on the date Subscriber can access the Services, whichever is earlier. Access to the services is deemed to have occurred when Subscriber's Users can access the portal for portal based Services. Access to the Services shall be deemed to occur for data-feed based Services when the Subscriber begins to receive data for its covered population as further described in an applicable SOF.

4.3. Invoicing and Payment. Fees shall be invoiced in advance and may be based on a Per Member Per Month ("**PMPM**") or encounter-based model depending on the services. For PMPM based invoicing, fees are based on a weighted average of the panel lives submitted by Subscriber for the previous 3 months (with the highest weight on the most recent month), and otherwise in accordance with the relevant SOF. For encounter-based services, fees are based on the weighted average of the encounters experienced by the panel lives submitted by the Subscriber for the previous three (3) months and otherwise in accordance with the relevant SOF. Unless otherwise stated in the SOF, fees are due net thirty (30) days from the receipt of invoice date, provided that if an invoice is sent electronically to the email address provided by Subscriber for billing, then it shall be deemed received by Subscriber as of the date it was sent. Collective shall submit invoices to Subscriber as set forth on the signature page hereof.

4.4. Fee Increases. Fees, or the PMPM rates used to calculate the fees, if applicable, shall increase annually by the greater of five percent (5%) or the U.S. Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics over the previous year's fees or PMPM rates, as the case may be. Additionally, Collective may increase the fees payable by Subscriber as follows: (a) in accordance with the fee provisions set forth on the applicable SOF; (b) in proportion to the increase in Subscriber's emergency department visits, to the extent that such visits are used to calculate the fees associated with the Services, or (c) otherwise no more than once annually pursuant to this section and not within the first twelve (12) months of the Initial Term.; or (d) otherwise by providing one hundred twenty (120) days written notice to Subscriber.

4.5. Overdue Charges. Collective may charge interest on overdue amounts at the rate set out in the relevant invoice. Subscriber will be liable for any and all costs associated with the recovery of such payment, including court costs and reasonable attorney fees.

4.6. Preferred Payment Methods. All payments due and owing pursuant to a properly issued and correct invoice or under this Agreement shall be made through automated clearing house ("**ACH**") transfers, unless otherwise agreed upon by both parties in writing.

4.7. Suspension of Service. Subject to Section 5, if any charge owing by Subscriber is thirty (30) days or more overdue, Collective may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Collective has given Subscriber at least ten (10) days' prior notice that its account is overdue and provided that Collective shall, at all times, continue to securely maintain Subscriber's Patient Data in accordance with the BAA and shall continue to make all such Patient Data available to and useable by Subscriber until such time as Collective returns or destroys such Patient Data in accordance with the BAA.

4.8. Payment Disputes. If Subscriber reasonably and in good faith disputes any fees, Subscriber must provide Collective with written notice of such dispute within 90 days of the applicable invoice date, after which period Subscriber's right of dispute expires. Subscriber must cooperate diligently with Collective to resolve the dispute and pay all undisputed fees when due. Collective will not exercise its rights under Section 4.5 in connection with fees disputed pursuant to this Section 4.8.

4.9. Taxes. Collective's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Collective has, or is later determined to have, the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.9, Collective shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Collective with a valid tax exemption certificate which is authorized by the appropriate taxing authority.

4.10. Future Functionality. Subscriber agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Collective regarding future functionality or features.

5. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS ONLY. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, COLLECTIVE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND COLLECTIVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER AGREES THAT COLLECTIVE HAS MADE NO AGREEMENTS, REPRESENTATIONS, OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO OTHER STATEMENT ABOUT THE INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY EXCEPT TO THE EXTENT EXPRESSLY STATED AS SUCH A WARRANTY IN A MUTUALLY EXECUTED AMENDMENT TO THIS AGREEMENT. THE INFORMATION AVAILABLE THROUGH THE SERVICES DOES NOT REPRESENT

COLLECTIVE'S RECOMMENDATIONS. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED OR INTENDED TO BE RELIED UPON IN ANY ENVIRONMENT IN WHICH THE UNAVAILABILITY OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL OR ENVIRONMENTAL DAMAGE. COLLECTIVE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE PATIENT DATA, NOR FOR SUCH PATIENT DATA'S SUFFICIENCY WITH ANY LEGAL STANDARD. SUBSCRIBER ALSO ACKNOWLEDGES AND AGREES THAT THE SERVICES AND PATIENT DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY COLLECTIVE AND THAT THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT COLLECTIVE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE DATA, WEBSITES, COMPUTERS, OR NETWORKS AND THAT COLLECTIVE WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES EXCEPT TO THE EXTENT THAT SUCH ACTIVITIES ARE CAUSED BY COLLECTIVE'S BREACH OF ITS INFORMATION SECURITY OBLIGATIONS HEREUNDER. IN NO EVENT SHALL COLLECTIVE BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR DAMAGES CAUSED BY A ZERO-DAY SECURITY EVENT.

6. **Limitations on Liability Relating to Performance of Services.** Neither Party shall be liable to the other Party or to any third party for any incidental, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Each Party's aggregate liability to the other for all damages, losses, and causes of action, whether in contract, tort (including negligence), or otherwise shall not exceed one hundred thousand dollars ($100,000.00), or two (2) times the total amount of fees paid or payable to Collective by or on behalf of Subscriber during any twelve (12) month period of the Term, whichever is greater. Notwithstanding the foregoing, in no event shall a Party be responsible for any penalties, damages, or other losses incurred by the other Party as the result of any event, occurrence, or failure to perform which was materially caused or contributed to by such other Party's failure to comply with an obligation under any applicable requirement of this Agreement or with any law or regulation.

7. **Indemnification.** To the extent permitted by applicable law, and subject to the limitations set forth in this Agreement, each Party will indemnify, hold harmless, and defend the other Party from and against any and all third-party claims, losses, deficiencies, damages, liabilities, costs, and other expenses (including but not limited to reasonable attorneys' fees) incurred as a result of a third-party claim which arises out of the indemnifying Party's breach of this Agreement, grossly negligent act or omission, or willful misconduct. Additionally, Collective will indemnify, hold harmless, and defend Subscriber with respect to any third-party claims, demands, awards, judgments, actions, and proceedings made by any person or organization based on a claim that the Services, without modification and without combination with any third-party's intellectual property, infringe upon a United States patent, copyright, trade secret, or other proprietary right of a third party. Notwithstanding the foregoing, Collective will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Services with any software, products, data, or other materials not provided by Collective, (b) modification or alteration of the Services by anyone other than Collective, (c) use of Services in excess of the rights granted in this Agreement, or (d) any specifications, content, Patient Data or intellectual property provided by Subscriber. The indemnification obligations set forth in this Section are contingent upon the indemnified Party promptly notifying the indemnifying Party in writing of such claim, loss, liability, etc. and permitting the indemnifying Party sole authority to control the defense or settlement of such claim and providing such indemnifying Party reasonable assistance (at such indemnifying Party's sole expense) in connection therewith. In the event of a claim of infringement, or if Collective reasonably believes the Services may infringe or misappropriate the rights of any third party, Collective may in its discretion and at no cost to Subscriber: (i) modify the Services so that they no longer infringe or misappropriate, without breaching Collective's warranties; (ii) obtain a license for Subscriber's continued use of the Services in accordance with this Agreement; or (iii) terminate this Agreement in accordance with its termination provision.

8. **Limitation on Filing Claims.** No claim against Collective of any kind, under any circumstances, will/may be filed more than one year after Subscriber knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of Collective that would give rise to such claim.

9. **Insurance.** During the Term of the Agreement, Collective shall maintain, at Collective's sole expense, commercial general liability insurance, including contractual liability and cyber liability, in the amount of $1,000,000 per occurrence and $5,000,000 aggregate; auto liability for $1,000,000 combined single limit; AND workers compensation and employer's liability with limits of $500,000 per occurrence and $1,000,000 in aggregate. Collective shall provide proof of such insurance upon request.

10. **Term & Termination of Agreement.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date (the "**Initial Term**"), after which this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either Party provides written notice of earlier termination in accordance with this Section. This Agreement or a SOF, and Subscriber's corresponding access to the Services, may be terminated as follows:

    10.1. Termination at Will. Either Party may terminate this Agreement or a SOF at any time without cause by giving not less than ninety (90) days written notice of such termination to the other Party.

    10.2. Termination for Insolvency or Bankruptcy. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of the other Party's bankruptcy or insolvency, or the proper commencement of proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, by or against such other Party, or in the event that such other Party is dissolved or liquidated.

    10.3. Termination for Breach. Except as otherwise specified in this Agreement, either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement, and such breach: (a) is incapable of a cure; or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of the breach (or, if the breach by its nature is not reasonably susceptible to cure within thirty (30) days, fails to commence and diligently pursue a cure within such time period). If the breach is a failure by Subscriber to pay fees due under the applicable SOF, Collective may require a reasonable advance fee deposit or other assurance of future payments by Subscriber.

    10.4. Termination for Legal Violation. This Agreement may be terminated by a non-breaching Party for cause upon breach of the other Party immediately upon written notice to the breaching Party, without any term of notice and/or judicial intervention being required, and without liability for such termination, under the following conditions:

        10.4.1. *Violation of Business Associate Agreement.* Subscriber may terminate this Agreement for violation of its Business Associate Agreement by Collective, as provided in the Business Associate Agreement.

        10.4.2. *Violations of Other Laws.* Either Party may terminate this Agreement upon written notice at its sole discretion in the event the other Party receives (a) a criminal conviction for any offense involving fraud, theft or malicious intent, or (b) is named as a defendant in a criminal proceeding for a violation of HIPAA.

    10.5. Effect of Termination on Services. Upon termination of this Agreement for any reason, Subscriber and its Users shall no longer be authorized to use the Services, access to the Services and usernames and security tokens shall be terminated, and any further access by or on behalf of Subscriber shall be prohibited unless otherwise agreed in writing by Collective.

    10.6. Transition upon Termination. Upon termination of this Agreement for convenience by either Party, Collective shall, subject to Subscriber's prompt request, provide reasonable assistance to Subscriber in a transition to use of another service or system to provide services comparable to those Subscriber has subscribed to under this Agreement at the time of termination, to the extent available, provided that Collective shall require that Subscriber pay Collective's reasonable costs pertaining to such a transition.

10.7. Effect of Termination on Patient Data. Upon termination of this Agreement for any reason, Collective shall return, destroy, or if return or destruction are not feasible, retain, any Patient Data then maintained by or for Collective on behalf of Subscriber for purposes of this Agreement, under the terms of the applicable Business Associate Agreement. Subscriber acknowledges that possible reasons for which return or destruction of Patient Data may not be feasible include, but are not necessarily limited to: (a) if Patient Data has been provided to Collective and transmitted to other subscribers for purposes of Collective carrying out its obligations to provide services for which Subscriber has contracted, or (b) if Patient Data has become part of a record owned or maintained by or for another subscriber and is therefore subject to that subscriber's ownership and corresponding business associate agreement governing Collective's treatment and care of such data.

11. **Mutual Confidentiality**

11.1. Definition. For purposes of this Agreement, "**Confidential Information**" means any non-public information of either Party relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by, whether orally or in writing, the other Party pursuant to this Agreement, including any information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, and the terms and conditions of this Agreement and any associated SOF. Subscriber acknowledges and agrees that the technology and computer code underlying the Services is Confidential Information of Collective.

11.2. Protection. Each Party agrees (a) to exercise the same degree of care and protection with respect to the other Party's Confidential Information as each Party exercises with respect to its own similar information, but in no event less than a reasonable degree of care and protection; and (b) not to disclose such Confidential Information to any third party or use it for any purposes other than in connection with fulfilling its obligations under, or enjoying the rights granted to it, under this Agreement; provided, however, that each Party may disclose Confidential Information to its employees and third parties performing services for such Party related to the purposes of this Agreement who have a need to know such Confidential Information and who have agreed in writing to comply with the restrictions set forth herein with respect to such Confidential Information.

11.3. Exceptions. If Subscriber is a government entity, then the obligations set forth in this Section 10.7~~11~~ shall apply only to the extent legally permissible. Furthermore, These obligations shall not apply to Confidential Information which (a) is known by the receiving Party prior to its receipt, as evidenced by written documentation, (b) is now or hereafter becomes publicly known by acts not attributable to the receiving Party, (c) is disclosed to a Party by a third party who has the legal right to make such disclosure, (d) is disclosed by a Party with the other Party's separate written consent, or (e) is required to be disclosed pursuant to governmental regulation or court order.

12. **Miscellaneous**

12.1. Access to Records. If required for purposes of 42 CFR §420.300, or any other applicable state or federal law, upon written request Collective shall make any necessary books, records, and documents available to the U.S. Department of Health and Human Services Comptroller General, their duly authorized representatives, or other governmental authority, for purposes of verifying the nature and extent of any costs incurred by Subscriber for services furnished by Collective for which payment may be or have been made under Medicare, Medicaid, or other applicable federal or state reimbursement programs. Collective's obligation to provide access to records under this Section shall survive the termination of this Agreement for such periods required by applicable law.

12.2. OIG Exclusions. Collective will screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("**Screened Persons**") against (a) the United States Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (LEIE), or (b) the System for Awards Management to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, (each, an

"**Ineligible Person**"). If at any time during the Term any Screened Person becomes an Ineligible Person or is proposed to be an Ineligible Person, Collective shall promptly cease permitting such Ineligible Person to perform services hereunder.

12.3. Force Majeure. No Party will be liable for any failure to perform its obligations hereunder where such failure results from force majeure, meaning any cause beyond the reasonable control of the Party and which could not have been prevented through the exercise of reasonable care and precautions, including acts of god, fire, strike, lockout, labor disputes, accidents, war, civil insurrection, riots, embargoes, or the demands, restrictions, or delays of any government.

12.4. Applicable Law. This Agreement shall be interpreted consistently with applicable federal law and with the state laws of Subscriber's state of domicile, without regard to such state's choice-of-law principles.

12.5. Dispute Resolution. In the event of any dispute between the Parties arising out of this Agreement, the Parties shall use their best efforts to resolve the dispute through face-to-face, good faith negotiations. Disputes not resolved within sixty (60) days following notice of the dispute shall be submitted to binding arbitration by a single arbitrator selected by both Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the Parties. The arbitrator may award the prevailing Party the costs and reasonable attorneys' fees expended in such arbitration.

12.6. Amendment. As a condition to Subscriber's participation in the Collective Network, Collective reserves the right to modify the terms of this Agreement (including the Network Policies) for any reason related to legal, regulatory, technical, or operational necessities, following sixty (60) days' notice to Subscriber thereof. The Parties may otherwise amend this Agreement by a written instrument executed by both Parties.

12.7. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, that either Party may assign this Agreement in its entirety (including all SOFs), without the other Party's consent to its Affiliate or to its legal successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, such other Party may terminate this Agreement upon written notice. In the event of such a termination, Collective shall refund Subscriber any subscription fees which were prepaid by Subscriber for such cancelled portion of the Term. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

12.8. Notices. The Parties hereby consent to the giving and receipt of notices as follows, and such notices shall be deemed to be effectively given upon receipt of the receiving Party if (a) hand delivered, (b) sent postage prepaid via certified mail, return receipt requested, (c) mailed for overnight delivery, or (d) delivered via email, provided that, in each case, the sending Party utilizes the notice address(es) indicated on the signature page hereto. Furthermore, in the case of a notice via email, the sending Party shall ensure that the transmission of such notice is time-stamped and that the original notice document is reasonably protected against alteration. Each Party may change its address(es) for notices by the providing notice thereof to the other Party in accordance with this Section.

12.9. Subscriber Responsibility to Maintain Current Contact Information. Subscriber shall be responsible for providing Collective with accurate and up-to-date contact information for all critical personnel designated to receive notices, announcements, and other communications related to the Services under this Agreement. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Subscriber shall promptly notify Collective in writing of any changes to such contact information to ensure uninterrupted communication. Collective shall not be liable for any delays or failures in communication resulting from the Subscriber's failure to provide current or accurate contact information.

12.10. Severability. If any portion of this Agreement is declared void or ineffective by a court of competent jurisdiction, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portions shall remain valid, enforceable, and in full effect.

12.11. No Waiver. No failure or delay on the part of either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any other rights, powers, or remedies, now or hereafter existing, at law or in equity or otherwise.

12.12. Third Party Beneficiaries. Except as may be expressly set forth in an addendum or attachment hereto, neither this Agreement nor any attachment hereto is intended for the benefit of any third party, and no third party shall have any cause of action arising from or pertaining to it.

12.13. Survival. Sections 01, 2.5, 5, 6, 7, 8, 9.5, 9.6, 9.7, 10, and 11 shall survive the termination of this Agreement for any reason. Certain sections of the Network Policies and BAA may also survive the termination of this Agreement, as set forth therein.

12.14. Entire Agreement; Interpretation. Except where expressly stated otherwise, references to this Agreement shall be interpreted as referring to the main body of this Master Subscription Agreement as well as to the Network Policies and to all other schedules, exhibits, attachments, SOWs, addendums, and amendments hereto, including, without limitation, the BAA. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. In the event of any inconsistency or ambiguity between any of the provisions of this Agreement, it shall be resolved according to the following order of priority: (i) the BAA, (ii) the SOF(s), with respect to each individual SOF only, (iii) the main body of this Master Subscription Agreement, (iv) the Network Policies, and (v) all other documents incorporated herein by reference.

Attachment A
Market-Specific Terms and Conditions

Audacious Inquiry, LLC ("**Audacious**"), a subsidiary and Affiliate of Collective, provides software and related services to state-sponsored health information exchanges and other organizations (each, a "**Partner**") to facilitate the exchange of electronic health information among health care payers and providers in the regions in which each Partner operates. To the extent that any data or any part of the Services is provided to Subscriber ("**Customer**") by Audacious in any region described in this attachment, whether through a Partner or otherwise, all additional terms and conditions set forth in this attachment that are applicable to such markets will apply.

General

1. **Miscellaneous**

1.1. Market-Specific Provisions. All market-specific terms and conditions negotiated and agreed to by Audacious and the Partners, as more fully set forth herein, shall flow down to Subscriber and become part of the Agreement applicable to the markets specified herein. Capitalized terms used but not defined in such market-specific provisions have the definitions set forth in the underlying agreements between Audacious and the applicable regional Partner.

1.2. Business Associate Agreement. Collective represents that Audacious is bound by a sub-Business Associate Agreement with Collective which imposes obligations substantially equivalent to those in the BAA incorporated in the Agreement.

1.3. Access to Protected Health Information. In those regions in which Subscriber sends protected health information to Audacious through one or more applications on the Audacious information technology platform, or through an integration with such applications, to which Subscriber is currently a subscriber, Subscriber hereby authorizes Audacious to provide Collective with access to such protected health information for the Authorized Purposes and in order to perform the Services hereunder.

1.4. Network Policies. The Network Security Policy, Sensitive Information Policies, Terms of Use, System Requirements, and all other Network Policies shall be deemed to include any relevant Audacious network security policies, terms of use, and other policies and procedures, as determined in Audacious' sole discretion.

1.5. Third-Party Beneficiaries. Collective and Subscriber agree that with respect to Services provided by Collective under an applicable Service Order Form, Audacious shall be a third-party beneficiary to the provisions of the Agreement to the same extent as Collective.

1.6. Construction. Collective may unilaterally update this Attachment A from time to time upon thirty (30) days' prior written notice to Subscriber. In the event of any conflict between the terms and conditions of this attachment and the other provisions of the Agreement or any Service Order Form, this Attachment A shall control.

Georgia

Services in Georgia may be provided by Audacious in partnership with the Georgia Hospital Association ("**GHA**"). Customer agrees to the following market specific flow downs in order to receive Alerts under this SOW:

1. CUSTOMER OBLIGATIONS.

1.1. Compliance with Applicable Laws and GA Notify Policies. Customer shall comply with all applicable laws, eligibility requirements, and other GA Notify policies and procedures ("GA Notify Policies") for Customer as made available at GANotify.com, which may be updated by Georgia Hospital Health Services, Inc. or its parent, Georgia Hospital Association (collectively "GHA") from time to time. Customer represents and warrants that as of the Effective Date, it is eligible to be a Customer in accordance with the GA Notify Policies.

1.2. Use of Data. Customer and its Users shall not use or disclose any information that is protected by HIPAA, 42 C.F.R. Part 2, and/or any other federal, state, or foreign law except in compliance with such laws. Customer and its Users shall use the GA Notify services provided through its agreement with Audacious ("Subscribed Services"), and notifications of patient encounters transmitted through the Subscribed Services ("Alerts") and other PHI received through the Subscribed Services (collectively "Data") only as permitted by the GA Notify Policies and applicable laws and regulations, including HIPAA and only for the following permitted purposes:

1.2.1. Treatment of the individual who is the subject of the Alert, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

1.2.2. Payment, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

1.2.3. Health care operations, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

1.2.4. Uses and disclosures pursuant to an authorization provided by the individual who is the subject of the Alert or such individual's personal representative as described in 45 C.F.R. § 164.502(g).

1.3. In no case may Alerts be used or disclosed to steer patients, obtain market share, or adjudicate patients.

2. Patient Panel Requirements.

2.1. If Customer is an accountable care organization (ACO) or has member ACOs, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Audacious that is used as the basis for receiving Alerts with respect to relevant encounters ("Patient Panel") will only be comprised of patients that meet the following criteria: (i) Each patient on the Patient Panel is an attributed member of Customer or an ACO member of Customer; and (ii) the submission of the Patient Panel and request for Alerts will not violate any applicable law, including 42 C.F.R. Part 2. In the event that an individual listed on the Patient Panel ceases membership in Customer or an ACO member of Customer, Customer shall promptly notify Audacious, consistent with the requirements for corresponding notifications to GA Notify by Participants generally under the GA Notify Policies or standard Subscription Agreements.

2.2. If Customer is a payer, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Audacious that is used as the basis for receiving Alerts with respect to relevant encounters ("Patient Panel") will only be comprised of individuals that meet the following criteria at the time of submission: (i) Each individual on the Patient Panel is a currently enrolled member of the plan that Customer operates; and (ii) the submission of the Patient Panel and request for Alerts will not violate any applicable law, including 42 C.F.R. Part 2. In the event that an individual listed on the Patient Panel ceases membership in the plan that Customer operates, Customer shall promptly notify Audacious, consistent with the requirements for corresponding notifications to GA Notify by Participants generally under the GA Notify Policies or standard Subscription Agreements.

3. Processing and Accuracy of the Subscribed Services. GHA has agreed to act as a facilitator of the Subscribed Services but shall not be responsible for medical errors; patient verification and/or matching; the compliance, authenticity, or quality of the Subscribed Services by Audacious; or the authenticity or quality of the Data Elements (defined in Section 1.4 below) submitted by any Participant or Data Source.

4. Ownership of Data. Health care facilities that provide Data to the Subscribed Services ("Data Sources") retain ownership of their raw data elements submitted to GA Notify for encounter reporting, patient matching, and creation of Alerts, as specified in the applicable GA Notify Policies or standard Subscription Agreements, and their related records ("Data Elements"). GHA and/or Audacious (as separately agreed between GHA and Audacious) own all proprietary rights, title, and interest in the Subscribed Services, all derivatives thereof, and any aggregated reports. Customer retains ownership of its own records, including any data derived from Data

incorporated therein. GHA retains all rights that are not expressly granted herein, so long as not expressly prohibited by law or any other agreements.

5. AUTHORIZED USES BY CUSTOMER. Customer agrees: (i) that it shall not (and shall not attempt to) reverse assemble, reverse compile, reverse engineer, or otherwise translate or decode the software applications ("Applications") used to process or deliver the Subscribed Services, Data, or any part thereof, or any copy thereof; (ii) it will maintain the confidentiality of the Subscribed Services at all times, even following termination or expiration of the Agreement to which these Market Specific Flowdowns are appended; t; (iii) that Audacious or GHA respectively retain sole and exclusive rights in the Applications and Subscribed Services, and in any modifications, improvements, and derivative works thereof; (iv) that it will use the Applications and Subscribed Services only as permitted by law; (v) that it will have no greater rights or remedies against Audacious and its third-party providers than are provided to GHA under its Master Services Agreement with Audacious; (vi) that Audacious or its subcontractors shall have the right (but not the duty) to audit Customer for compliance with the terms of these Market Specific Flowdowns and that Customer shall cooperate with the auditing party; and (vii) it shall promptly notify GHA of any acts of noncompliance, data incidents or breaches, and/or any violations of Audacious's intellectual property rights in the Applications of which it becomes aware. Customer shall be responsible and liable to Audacious for User actions that result in a violation of this Section 1.5.

6. CUSTOMER'S CONFIDENTIALITY OBLIGATIONS.

6.1. Protection Measures. Customer acknowledges that the Subscribed Services Confidential Information is proprietary to GHA and/or Audacious. Customer shall hold all the Subscribed Services Confidential Information in strictest confidence and shall not use, copy, or disclose the Subscribed Services Confidential Information or permit any person or entity to access, use, copy, or disclose the Subscribed Services Confidential Information unless otherwise permitted by this Agreement and these Market Specific Flowdowns. In the event of a compelled legal disclosure, Customer agrees to notify GHA and/or Audacious promptly to enable them to take protective measures with respect to the disclosure of the Subscribed Services Program Confidential Information.

6.2. Breach. Customer agrees that a breach of the terms of Section 12.8 would result in irreparable injury to GHA and/or Audacious for which a remedy in damages could be inadequate. Customer agrees that in the event of an actual or threatened breach, GHA shall be entitled to seek an injunction to prevent such actual or threatened breach. Customer shall notify GHA in writing of any breach of the Subscribed Services Program Confidential Information and the confidentiality obligations set forth herein as soon as Customer becomes aware of the breach. Nothing herein shall be construed as prohibiting GHA from pursuing any other remedy available under these Market Specific Flowdowns or at law or equity for such actual or threatened breach.

6.3. BAA. The BAA between Customer and Audacious shall govern the use and disclosure of PHI in connection with the Subscribed Services.

6.4. Access to Data Elements. Absent exigent circumstances, GHA will not have active access to Data Elements processed through the Subscribed Services, and will not have the technological ability, and therefore, will not be required, to monitor uses, disclosures, access, maintenance, security, integrity, or transfer of Data Elements or Subscribed Services.

6.5. Return or Destruction. GHA has acknowledged that Alerts and other Data received by Customer through the Subscribed Services become part of the records of that Customer (while Data Sources retain their respective rights in their own Data Elements, and their related records), and that Customer may engage Audacious as a business associate to provide additional services in connection with the subsequent aggregation, management, analysis, or reporting of such Alerts or other authorized received Data, subject to applicable law.

6.6. Subject to Customer's retained rights as described in Section 1.6.5 with respect to received Alerts and Data, upon written request of GHA and/or Audacious, Customer agrees to return or destroy, to the extent reasonably practicable, all GA Notify Confidential Information. If return or destruction of such information is infeasible or impractical, Customer shall extend the protections of these Market Specific Flowdowns and the applicable BAA to such information for as long as this information remains in the possession of Customer.

7. Suspension and Termination.

7.1. Customer acknowledges that GHA may suspend or terminate its Gateway Agreement or Master Services Agreement with Audacious in accordance with their respective terms, and GHA shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

7.2. GHA may suspend or terminate Customer's, and/or any Authorized User's, access to or use of all or any part of the Subscribed Services, and may direct Audacious to implement that suspension or termination, if:

7.2.1. GHA receives a judicial or other governmental order that requires GHA to do so; or

7.2.2. GHA determines, in its good faith and reasonable discretion, that Customer or an Authorized User is or has (i) breached the terms of the GA Notify Policies or these Market Specific Flowdowns, (ii) been engaged in any fraudulent or unlawful activities relating to or in connection with any of the Subscribed Services, or (iii) been engaged in any activities that threaten the security or stability of GA Notify.

7.2.3. Audacious may suspend, terminate, or otherwise deny Customer's or an Authorized User's access to the Subscribed Services, as directed by GHA in accordance with Section 1.7.2 above. GHA and Audacious shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

8. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

8.1. WARRANTY DISCLAIMER. THE SUBSCRIBED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GHA, AUDACIOUS, AND THEIR THIRD-PARTY PARTNERS, LICENSORS, AND PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY. GHA, AUDACIOUS, AND THEIR THIRD-PARTY PARTNERS, LICENSORS, AND PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES, OR THE RESULTS CUSTOMER OR USERS MAY OBTAIN BY USING THE SERVICES.

8.2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GHA, AUDACIOUS AND THEIR PARTNERS, LICENSORS, AND SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT THE OPERATION OR USE OF THE SUBSCRIBED SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. IN PARTICULAR, (I) THEY DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF DATA RECEIVED FROM DATA SOURCES, INCLUDING THE ACCURACY OF ANY DATA SOURCE DIAGNOSIS OR REPORT INDICATING THAT A PATIENT HAS OR HAD COVID-19 OR OTHER DIAGNOSIS; (II) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS OR MISMATCHES WHEN MATCHING PATIENT IDENTITIES BETWEEN DISPARATE DATA SOURCES, ALTHOUGH AUDACIOUS WILL USE ITS BEST EFFORTS TO MINIMIZE "FALSE POSITIVE" ERRORS OR MISMATCHES THAT COULD RESULT IN INADVERTENT DISCLOSURES OF PHI, AND (III) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS CAUSED BY SELF-PAY PATIENT ENCOUNTERS WITH USERS OR THE RECEIPT AND ROUTING OF SENSITIVE HEALTH DATA SUBJECT TO

SPECIAL PROTECTIONS, ALTHOUGH AUDACIOUS WILL USE ITS BEST EFFORTS TO MINIMIZE SUCH ERRORS.

8.3. CUSTOMER ACKNOWLEDGES THAT NEITHER GHA, AUDACIOUS, NOR THEIR PARTNERS, LICENSORS, OR SERVICE PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SUBSCRIBED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AUDACIOUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8.4. Limitation of Liability. GHA is facilitating the Subscribed Services largely as a courtesy to Participants, Customer, and the Georgia State Office for Rural Health. GHA does not have control over the Data Elements or Audacious, including, including, but not limited to, the selection of Audacious. IN NO EVENT SHALL GHA OR AUDACIOUS BE LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF THESE ADDITIONAL TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS MAY BE PROHIBITED OR LIMITED BY LAW, THE CUMULATIVE MAXIMUM LIABILITY OF GHA AND AUDACIOUS TO CUSTOMER AND ITS USERS COLLECTIVELY FOR ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, AND LIABILITIES ARISING IN CONNECTION WITH THE SERVICES, REGARDLESS OF THE NUMBER OF OCCURRENCES OR CLAIMS, SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO GHA UNDER THE APPLICABLE SOW.

8.5. Indemnification. To the extent permitted by applicable law, Customer shall indemnify, defend, and hold GHA and Audacious and their respective officers, directors, GHA Members, agents, and employees, harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including reasonable attorneys' fees, and costs and expenses, which arise out of or relate to Customer's breach of its obligations under these Market Specific Flowdowns or related to any data security incident or Breach of Unsecured PHI or violation of any privacy or security law that is caused by the negligent acts or omissions of Customer.

9. Governing Law and Jurisdiction. These Market Specific Flowdowns shall be governed by the laws of the State of Georgia, without regard to conflicts of law principles. Any action arising out of the Subscribed Services, GA Notify, or these Market Specific Flowdowns to which GHA is or becomes a party must be brought in the federal or state courts located in Cobb County, Georgia, and the Parties consent to the exclusive jurisdiction of such courts.

10. Customer acknowledges that some Data may come from a Program covered by 42 C.F.R. Part 2 ("Part 2 Program"). Customer acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Program record, Customer is fully bound by 42 C.F.R. Part 2, and if necessary, Customer will resist in judicial proceedings any efforts to obtain access to Part 2 Program patient records / information - except as permitted by 42 C.F.R. Part 2. Customer agrees to comply with all Part 2 Program legal requirements, including but not limited to, requirements regarding notice and redisclosure.

District of Columbia and Maryland

Services in the District of Columbia and Maryland may be provided by Audacious pursuant to a partnership with the Chesapeake Regional Information System for our Patients ("**CRISP**"). To the extent that Customer receives any services in Maryland, Customer shall comply with all applicable terms and conditions of the HIE Participation Agreement (June 2021),[1] the Payer Participation Agreement (October 2021),[2] the HIE Participation Agreement

[1] https://www.crisphealth.org/wp-content/uploads/2022/06/CRISP-Updated-PA-6.2021-FINAL-PO-Update-1.pdf

[2] https://www.crisphealth.org/wp-content/uploads/2023/07/CRISP-Participation-Agreement-for-Payers-10.2021-v3.pdf

(July 2023),[3] and the Payer Participation Agreement (June 2024),[4] all of which are hereby incorporated into this Agreement as if fully set forth herein. To the extent that CRISP requires Customer to execute any agreements or other documents separately from this Agreement, Customer shall execute such documents to subscribe to any services in Maryland.

Tennessee

Services in Tennessee may be provided by Audacious in partnership with the Tennessee Hospital Association ("**THA**"). Customer agrees to the following market specific flow downs in order to receive Alerts under this SOW from the Tennessee market through THA:

1. USE OF DATA.

    1.1. Customer and its Users shall not use or disclose any information that is protected by HIPAA, 42 C.F.R. Part 2, and/or any other federal, state, or foreign law except in compliance with such laws. Customer and its Users shall use the notifications of patient encounters transmitted through the Subscribed Services ("Alerts") and other PHI received through the Subscribed Services (collectively "Data") only as permitted by applicable laws and regulations, including HIPAA and only for the following permitted purposes:

    1.1.1. Treatment of the individual who is the subject of the Alert, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

    1.1.2. Payment, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

    1.1.3. Health care operations, as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. § 164.506.

    1.1.4. Public Health Activities, as permitted by 45 C.F.R. § 164.512(b)(1).

    1.1.5. Uses and disclosures pursuant to an authorization provided by the individual who is the subject of the Alert or such individual's personal representative as described in 45 C.F.R. § 164.502(g).

    1.2. PROHIBITED USES. In no case may Alerts or Data be used or disclosed to: (a) compare patient volumes or practice patterns, (b) steer patients, (c) obtain market share, or (d) adjudicate claims.

2. PATIENT PANEL REQUIREMENTS.

    2.1. If Customer is an accountable care organization (ACO) or has member ACOs, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Collective that is used as the basis for receiving Alerts with respect to relevant encounters will only be comprised of patients that are attributed members of Customer or an ACO member of Customer.

    2.2. If Customer is a payer, Customer represents and warrants that its list of plan members, patients, or beneficiaries submitted to Collective (collectively "Panel") that is used as the basis for receiving Alerts with respect to relevant encounters will only be comprised of individuals that are currently enrolled members of the plan that Customer operates.

    2.3. If Customer is a Tennessee Medicaid Managed Care Organization ("MCO"), Customer agrees to provide full monthly eligibility files. Customer shall also provide delta files for member enrollment changes (adds, updates, deletes) for the Medicaid Managed Care population at least five (5) days per week, when applicable, upon a mutually agreed schedule with Collective. This schedule will ensure accurate patient matching and support the use case of replacing manual notifications from Tennessee hospitals to Customer with Alerts from Collective. Additionally, Customer acknowledges and agrees that Customer's

[3] https://crispdc.org/wp-content/uploads/2023/07/CRISP-Participation-and-Direct-Agreement-w-Multi-Facility-Form-FINAL-DC-7.23.pdf

[4] https://crispdc.org/wp-content/uploads/2024/07/CRISP-DC-Participation-Agreement-for-Payers-06.24-UPDATE.pdf

Panel data may be shared with hospitals for the purposes of facilitating care coordination and comparing insurance information in the hospital Alerts and Data to the Panel data and not for any other purposes.

3. Processing and Accuracy of the Subscribed Services. THA shall not be responsible for medical errors, patient verification and/or matching, or the compliance, authenticity, or quality of the Subscribed Services provided by Collective.

4. TERMINATION.

4.1. Customer acknowledges that THA may suspend or terminate its agreements with Collective in accordance with their terms, and THA shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

4.2. THA may suspend or terminate Customer's, and/or any Authorized User's, access to or use of all or any part of the Subscribed Services, and may direct Collective to implement that suspension or termination, if:

4.2.1. THA receives a judicial or other governmental order that requires THA to do so; or

4.2.2. THA determines, in its good faith and reasonable discretion, that Customer or an Authorized User is or has (i) breached the terms of these Market Specific Flow Downs, (ii) been engaged in any fraudulent or unlawful activities relating to or in connection with any of the Subscribed Services, or (iii) been engaged in any activities that threaten the security or stability of the Subscribed Services.

4.2.3. Collective may suspend, terminate, or otherwise deny Customer's or an Authorized User's access to the Subscribed Services, as directed by THA in accordance with Section 4.2.2 above. THA shall have no liability to Customer for any loss or impairment of Subscribed Services resulting from such suspension or termination, or any consequences thereof.

Texas

Services in Texas may be provided by Audacious in partnership with the Texas Health Services Authority ("**THSA**"). To the extent that Customer receives any services in Texas, Customer shall comply with all applicable terms and conditions of the General Participation Terms and Conditions,[5] all provisions of which are hereby incorporated into this Agreement as if fully set forth herein. To the extent that THSA requires Customer to execute any agreements or other documents separately from this Agreement, Customer shall execute such documents to subscribe to any services in Texas.

[5] https://thsa.org/wp-content/uploads/2023/08/Attachment-F-of-the-HIETexas-EDEN-Agreement-May-2023.pdf

Attachment B
Business Associate Agreement

This Business Associate Agreement ("**BAA**") is made part of the Master Subscription Agreement between Collective Medical Technologies, Inc. ("**Business Associate**") and Subscriber (the "**Agreement**").

A. Business Associate operates the Collective Network and serves as a business associate of covered entities, and as a sub-business associate of other business associates, that are Network Participants. As a result, Business Associate is subject to the federal Health Insurance Portability and Accountability Act ("**HIPAA**") and its implementing regulations, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E, Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164, Subpart C, Security Standards for the Protection of Electronic Protected Health Information, and 45 C.F.R. Part 164, Subpart D, Standards for Notification in the Case of Breach of Unsecured Protected Health Information (collectively, the "**Privacy and Security Standards**").

B. Subscriber has engaged Business Associate to provide certain Services to Subscriber as set forth in the Agreement, which will result in Business Associate having access to PHI and making it a business associate of Subscriber.

C. The Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921- 17954), and regulations promulgated thereunder (collectively, the "**HITECH Act**") impose certain obligations upon Business Associates with respect to compliance with the Privacy and Security Standards.

D. Business Associate may use and/or disclose PHI as described herein and in accordance with the Agreement in furtherance of its obligations with respect to the Services.

E. Both Parties are committed to complying with the Privacy and Security Standards, and this BAA sets forth the terms on which the Parties shall cooperate to maintain such compliance.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the Parties agree as follows:

1. **Definitions.** Terms used in this BAA shall have the same meanings as those terms in the Privacy and Security Standards and the HITECH Act. "**PHI**" and "**Protected Health Information**" shall have the same meaning as "protected health information" as set forth in the Privacy and Security Standards, limited to information created, maintained, accessed, or transmitted by Business Associate in its capacity as a business associate of Subscriber. Capitalized terms in this BAA which are not defined in the Privacy and Security Standards or in the HITECH Act and which are not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Modification of Agreement.** This BAA modifies and amends the Agreement. The terms and provisions of this BAA shall control to the extent they irreconcilably conflict with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect.

3. **Obligations of Business Associate**

    a. Compliance with Privacy and Security Obligations. Business Associate agrees to comply with those requirements relating to privacy and security that are made applicable to Business Associate under the HITECH Act, and such requirements are hereby incorporated into and made a part of this BAA. Without limitation, Business Associate agrees that:

        i. Section 13401(a) of the HITECH Act causes 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 to apply directly to Business Associate in the same manner that such sections apply to Subscriber; and

        ii. Section 13404(a) of the HITECH Act provides that a business associate which obtains or creates PHI pursuant to a written contract described in 45 C.F.R. § 164.502(e)(2) may use

and disclose PHI only if such use or disclosure is in compliance with each applicable provision of 45 C.F.R. § 164.504(e).

b. Permitted Uses and Disclosures of PHI. Pursuant to the Agreement, Business Associate provides Services for and on behalf of Subscriber that involve the use and disclosure of PHI. As permitted by the terms of this BAA, the Agreement, and as otherwise permitted by the Privacy and Security Standards, Business Associate may make any and all uses and disclosures of PHI necessary to perform its duties and obligations under the Agreement or as required by law. When using or disclosing PHI in accordance with the Agreement and this BAA, Business Associate will make reasonable efforts to use and disclose only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use or disclosure.

c. Use of PHI. Business Associate shall not, and shall require that its partners, directors, officers, employees, contractors, and agents do not, use PHI in any manner that would constitute a violation of the Privacy and Security Standards if used by Subscriber. Business Associate may use PHI: (i) for Business Associate's proper management and administration; (ii) to carry out the Services in accordance with the Agreement; or (iii) to carry out the legal responsibilities of Business Associate.

d. Disclosure of PHI. Business Associate shall not, and shall require that its partners, directors, officers, employees, contractors, and agents do not, disclose PHI in any manner that would constitute a violation of the Privacy and Security Standards if disclosed by Subscriber. Business Associate may disclose PHI: (i) for Business Associate's proper management and administration; (ii) to carry out the Services in accordance with the Agreement; or (iii) to carry out the legal responsibilities of Business Associate; provided that such disclosures are in accordance with 45 C.F.R. §164.504(e)(4)(ii).

e. 42 C.F.R. Part 2. To the extent that Subscriber discloses to Business Associate any information which is covered by 42 C.F.R. Part 2 ("**PII**") Business Associate shall act as Subscriber's qualified service organization (as defined at 42 C.F.R. § 2.11) and Subscriber shall concurrently include with each such disclosure the notice regarding redisclosure required by 42 C.F.R. § 2.32. Business Associate agrees to similarly provide such a notice to its subcontractors and/or legal representatives to the extent necessary to perform the Services. Business Associate acknowledges that to the extent Business Associate receives PII from Subscriber, Business Associate shall be fully bound by the federal regulations governing the confidentiality of alcohol and drug abuse patient records as set forth at 42 C.F.R. Part 2 and shall safeguard such PII, including, without limitation, resisting in judicial proceedings any efforts to obtain access to such information, except as permitted under 42 C.F.R. Part 2. Nothing in this subsection shall diminish the Parties' other obligations with respect to PII and other forms of Sensitive Information as set forth in the Sensitive Information Policy.

f. Subcontractors. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in a business associate agreement to substantially similar restrictions, conditions, and requirements that apply to Business Associate hereunder with respect to such PHI.

g. Safeguards Against Misuse of Information. Business Associate agrees that it will implement all appropriate and reasonable safeguards in compliance with the Privacy and Security Standards to maintain the security of, and prevent the improper use or disclosure of, PHI. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Subscriber, as required by the Privacy and Security Standards. In the event of any improper use and/or disclosure of PHI by Business Associate, Business Associate shall work, and where practicable Subscriber shall work cooperatively with Business Associate, to implement reasonable procedures for mitigating the harmful effects of such improper use and/or disclosure.

h. Breach Notification. Business Associate shall report in writing to Subscriber any Successful Security Incidents and any Breach of Unsecured PHI. A "**Successful Security Incident**" is a Security Incident which results in unauthorized access, use, disclosure, modification, or destruction of PHI. Business Associate shall deliver such written notice promptly, after the date on which Business Associate becomes aware, or in the exercise of reasonable diligence should have become aware, of such Successful Security Incident or Breach. Notices of Breach shall (i) identify each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed in such Breach, and (ii) provide with respect to each such individual all information required to be included in the notice of Breach to be delivered by Subscriber to each such individual pursuant to the HITECH Act.

i. Access to Information. Throughout the term of this BAA, Business Associate shall make available to Subscriber such PHI provided to Business Associate by Subscriber for so long as such information is maintained by Business Associate. In the event any individual requests access to Subscriber-provided PHI directly from Business Associate, Business Associate shall forward such request to Subscriber. Any denials of access to the PHI requested shall be the responsibility of Subscriber, provided that nothing in this BAA shall limit Business Associate's ability to comply with the HITECH Act, as amended.

j. Availability of PHI for Amendment. Upon receipt of a request from Subscriber to update PHI for an individual, Business Associate agrees to incorporate any such amendment as may be required by 45 C.F.R. § 164.526. Business Associate shall refer to Subscriber any requests received by Business Associate requesting amendments to Subscriber-provided PHI. Any review and consideration of a requested amendment shall be the responsibility of Subscriber.

k. Accounting of Disclosures. Within twenty-one (21) days of receiving a request from Subscriber, Business Associate shall make available to Subscriber such information as is in Business Associate's possession and is required for Subscriber to make an accounting, as required by 45 C.F.R. § 164.528. For disclosures covered by the accounting obligation set forth at 45 C.F.R. § 164.528, Business Associate shall record and provide Subscriber with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and, if known, the address of such recipient entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure, which shall include an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Subscriber. It shall be Subscriber's responsibility to prepare and deliver any such accounting requested.

l. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Subscriber, available to the Secretary (or its designee) for purposes of the Secretary determining Subscriber's and Business Associate's compliance with the Privacy and Security Standards, subject to attorney-client and other applicable privileges. Business Associates shall provide Subscriber a copy of any PHI that Business Associate provides to the Secretary upon request.

m. Business Associate Performing Subscriber's Obligations (If Applicable). To the extent that the Subscriber requests that Business Associate carry out one or more of Subscriber's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Subscriber in the performance of such obligations.

4. **Term and Termination**

a. Term. This BAA shall become effective on the BAA Effective Date and shall remain in effect until terminated as set forth below.

b. Termination.

i. Automatic Termination. This BAA will automatically terminate upon the termination or expiration of the Agreement.

ii. Termination for Judicial or Administrative Proceedings. Subscriber may terminate the Agreement upon notice to Business Associate if Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the regulations under HIPAA, or other security or privacy laws.

iii. Material Breach of BAA. Notwithstanding any provisions in this BAA or the Agreement to the contrary, either Party may terminate the BAA and the Agreement if it determines that the other Party has breached a material term of this BAA. Subscriber shall allow Business Associate the opportunity to cure the alleged breach prior to terminating the relationship with Business Associate unless the Parties jointly determine that cure is not possible, in which case Subscriber may immediately terminate this BAA and the Agreement. If Business Associate does not cure the breach within thirty (30) days of Subscriber's written notice of the breach to Business Associate, Subscriber may terminate the Agreement and this BAA. Likewise, Business Associate may terminate the Agreement and this BAA if Subscriber commits a material breach of this BAA that is not cured within thirty (30) days of Business Associate's written notice of the breach to Subscriber.

iv. Effect of Termination. Upon termination of this BAA, if it is not feasible for Business Associate to destroy or return to Subscriber PHI received from Subscriber or PHI created or received by Business Associate on behalf of Subscriber, Business Associate may continue to maintain such information in accordance with the terms of this BAA, provided that Business Associate shall limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. **Miscellaneous**

a. Independent Contractors. In performing the services specified herein, Business Associate will be acting as an independent contractor of Subscriber. Nothing contained in the Agreement shall be construed to create a partnership or a joint venture or to authorize Business Associate to act as a general or special agent of Subscriber, except as specifically set forth in this BAA.

b. Assignment. Nothing contained in this BAA shall be construed to permit the assignment or delegation by Business Associate of any rights or obligations hereunder, and such assignment is expressly prohibited except to the extent such assignment is permitted by the Agreement.

c. Notices. Notices or communications required or permitted to be given under this BAA shall be given in accordance with the notice terms of the Agreement.

d. Governing Law. This BAA shall be governed by federal law and the laws of Subscriber's state of domicile.

e. Section Headings; Preamble. The section headings in this BAA are for reference purposes only and shall not be given any legal effect or affect in any way the meaning or interpretation of this BAA. The preamble language, including the recitals, of this BAA shall be considered part of this BAA and shall be considered in the interpretation hereof.

f. Amendments. This BAA, and any provision thereof, may be amended as permitted by the Agreement. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Subscriber and Business Associate to comply with the Privacy and Security Standards and all other applicable laws or regulations.

g. Severability. If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the validity of any other clause or provision shall not be affected and the remainder of this BAA and the Agreement between the parties shall remain in full force and effect. Each of the provisions of this BAA shall be enforceable

independent of any other provision of this BAA and independent of any other claim or cause of action.

h. Survival. The provisions of this BAA, which by their terms contain continuing obligations, shall survive the termination of the BAA. The respective obligations of Business Associate as well as the effects of termination of this BAA, including retaining PHI by the Business Associate, shall specifically survive termination of this BAA.

i. Waiver. The failure or delay of any Party to enforce or pursue any right or remedy existing pursuant to this BAA shall not be deemed a waiver of such right or remedy and shall not limit such Party's ability to pursue or enforce such right or remedy or any future right or remedy.

j. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Standards.