Smart Health Network

Network Participation Agreement

Version 1.0

Participation and Initial Elections

Complete the initial elections below. Signatures follow the Agreement terms.

Participant

Participant legal name: _____

Primary contact / title: _____

Email / telephone: _____

Initial transaction

☐ Prior Authorization: U.S. medical items and services, excluding drugs.

Role(s): ☐ Provider / authorized submitter ☐ Payer / responding party

☐ Authorized delegate; principal and function: _____

Initial scope / program or line of business: _____

Target activation period (for planning): _____

Transaction Schedule reference, if separately recorded: _____

Other transactions of interest (for planning): _____

Initial Specification: Prior Authorization, Version 1.0, included with the Network Rules. Initial elections may be completed later. Additional Transaction Types may be elected through the Transaction Schedule process; see Rules Exhibit B.

Operating arrangement

Hub exchange uses qualified Gateways at each end; the Hub routes encrypted Messages and cannot read their content.

☐ Participant-operated Gateway: run by Participant's technical team.

☐ Qualified operator: an appointed operator operates the Gateway on Participant's behalf.

Proposed operator, if known: _____

☐ SHN Gateway Management: separately purchased under a Service Order.

☐ Operating arrangement to be determined during implementation.

This election does not purchase a service or appoint an operator. Other qualified arrangements may be recorded during implementation.

Agreement terms

This Network Participation Agreement (this "Agreement") is entered into as of the Effective Date (as defined on the signature page hereto) by and between Smart Health Network PBC, a Delaware public benefit corporation ("SHN"), and the participant identified on the signature page (the "Participant"). SHN and the Participant are each a "Party" and together the "Parties."

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1. Definitions

Capitalized terms have the meanings given in the Network Rules (the "Network Rules" or "Rules"). Where this Agreement defines a term not defined in the Rules, this Agreement controls for that term. References to a section of this Agreement mean a section of the main body unless a Schedule or another document is expressly identified. In the singular, “Participant” means the person identified as Participant on the signature page.

2. General

2.1 **Purpose.** This Agreement establishes Participant’s participation in a common framework for exchanging health information with other Participants across its accepted Transaction Types, roles and scope. It governs Participant’s use of Network Exchange Services, Network Trust Services and separately purchased Additional Services (collectively, the “Services”). Common participation supports reuse of trust services and qualified connections while preserving each party’s authority, substantive decisions and applicable information-use obligations. The Rules establish the common governance, neutrality, Open Access and Individual Rights protections applicable to that participation. Participation or use of a qualified connection does not bring unrelated activity within the Network Transaction framework.

2.2 **Incorporation by Reference.** The Network Rules, including their Exhibits, the Business Associate Agreement attached as Schedule 1, and the Government Program Addendum attached as Schedule 2 form part of this Agreement within their respective scopes. Other Data Processing Agreements and Service Orders form part of this Agreement when accepted by the Parties. The applicable Rules version, including its Base Service SLA, shall be identified in the applicable-documents record and made available to Participant before acceptance. Transaction Specifications for Participant's elected scope apply through the Rules. The initial applicable Specification is identified in Participant's initial election or Transaction Schedule; its inclusion with the Rules does not make it a standard term of this Agreement. Specification changes follow Rules Sections 3.2(f) and 6.6, including applicable approval, notice, qualification and transition requirements. Amendments to this Agreement are governed by Section 13.

2.3 **Order of Precedence.** These documents shall be read consistently and subject to applicable law. If a conflict remains:

(a) The Rules control common participation requirements, included services, the Six Commitments and Individual Rights. Exhibit C governs performance of the included Base Services.

(b) An applicable Data Processing Agreement controls the processing obligations within its scope but does not override restrictions on information use in the Rules or Section 5.

(c) A Service Order controls the purchased services it identifies. It may vary this Agreement's main body only by expressly identifying the provision varied and limiting the change to those purchased services, subject to Section 2.4.

(d) This Agreement's main body controls other contractual terms, including liability, indemnification and dispute resolution, except for an expressly permitted variation in an applicable Data Processing Agreement, Jurisdiction Schedule or Service Order. Operational records and Transaction Specifications do not amend those terms or create payment obligations.

(e) Schedule 2 governs applicable government-program requirements within its stated scope.

2.4 **Uniformity; Conflicting Law.** No agreement or operating arrangement may waive or diminish the common participation protections, included functions, Six Commitments or Individual Rights established by the Rules, except as the Rules expressly permit. Conflicts with mandatory law, including restrictions on activation or continued activity, shall be addressed under Section 6.8 of the Rules. Mandatory law remains controlling and does not authorize a contractual waiver of the Six Commitments or Patient Rights Floor.

2.5 **Individual Rights.** SHN and Participant shall comply with their respective obligations concerning Individual rights under the Rules ("Individual Rights"), whether or not the relevant Individual is a Member. Separately elected Member Services are governed by the applicable Member Terms. Third-party-beneficiary status and independent enforcement rights are addressed in Section 15.5.

2.6 **Government Participants.** If Participant is a government agency or instrumentality ("Government Participant"), this Agreement applies subject to applicable law, including

limitations on indemnification, insurance and dispute resolution. A Government Participant does not waive sovereign immunity by entering into this Agreement.

3. Participation in the Network

3.1 **Participation Grant.** During the term of this Agreement, Participant may participate in the Network and use its included services in accordance with the Rules. For Hub Transactions, Participant may use its own qualified Gateway or a qualified shared or operator-managed Gateway. Participant may act through Authorized Users, Authorized Actors and qualified operators as permitted by the Rules. Participant may join before it is ready to conduct Network Transactions and need not deploy a Participant Gateway or purchase Additional Services. Becoming a Participant does not, by itself, satisfy any separately applicable implementation or production-activation obligation. This Agreement applies only to the Participant identified on the signature page; listing or appointing another person or organization does not make that person or organization a party.

3.2 **Scope of Participation.** Participant may conduct Network Transactions within the Transaction Types, roles and scope recorded as accepted and activated in its Participant Profile, using a Qualified Transaction Path and complying with the applicable Transaction Specification.

3.3 **Base Service Levels.** Exhibit C to the Rules (the "Base Service SLA") governs SHN's performance of the included Base Services, including its performance objectives, binding duties and the consequences of nonperformance. Service levels for separately purchased services are governed by the applicable Service Order. Purchasing Additional Services does not confer superior common Network rights.

3.4 **Monitoring and Enforcement.** Participant shall cooperate with monitoring, investigation, audit and enforcement conducted by SHN or its authorized delegate as provided in the Rules.

3.5 **Authorized Users and Authorized Actors.** Participant shall be responsible and liable for the acts and omissions of its Authorized Users and Authorized Actors in connection with functions undertaken on its behalf, including compliance with this Agreement, the Rules and applicable Privacy Law in performing those functions. This responsibility includes unauthorized acts in connection with those functions and does not limit Participant's own selection, instruction, credentialing or oversight obligations.

3.6 **Data Processing Agreements.** Schedule 1 applies to the extent SHN creates, receives, maintains or transmits PHI on Participant's behalf as a Business Associate. The Parties' actual processing roles and relevant functions shall be identified in the applicable participation or service record. Before the relevant processing begins, the Parties shall execute any additional processing, confidentiality or transfer terms required for their roles, information and jurisdictions.

3.7 **Participant Profile.** SHN shall maintain Participant's Profile, including its Transaction Schedule and operating arrangements, as required by the Rules. Participant shall ensure that information it supplies is accurate and complete for its intended purpose, has a reasonable documented basis, and is promptly corrected or updated when a material error or change becomes known. Participant does not warrant information supplied independently by SHN or another source

merely because it appears in the Profile. Profile changes follow the Rules and do not, by themselves, require a new participation agreement.

3.8 **Transaction Authorization and Source Decisions.** Participant shall obtain or verify the authority and permissions required for its Network Transactions and use of Services under applicable law, the Rules and the applicable Transaction Specification. Sufficient existing authority may be relied upon. Network participation, qualification or activation does not itself grant that authority, and changing an operator or path does not expand it.

Participants and other sources retain responsibility for their substantive clinical, coverage, payment and other decisions. SHN remains responsible for the verification, authorization, consent-status, routing, transformation and other functions it undertakes under the Rules, an accepted Transaction Specification or an applicable service arrangement. Performing those functions does not transfer responsibility for a source's substantive decision to SHN or excuse SHN from performing its assigned functions. Unless SHN expressly undertakes the relevant determination, SHN does not independently determine the sufficiency of Participant's underlying legal authority. This allocation does not limit SHN's assigned verification, authorization or consent-status checks.

3.9 **Participant-Appointed Operators.** Participant may operate its components or appoint operators qualified under the Rules ("Participant-Appointed Operators"). Each appointment shall identify the functions, scope, authority and responsibilities assigned to the operator. Participant shall comply with applicable Privacy Law in using Participant-Appointed Operators and shall be responsible and liable for their acts and omissions in connection with functions undertaken on its behalf, including delegated obligations under this Agreement, Section 7, the Rules and applicable Privacy Law. This responsibility includes unauthorized acts in connection with those functions and does not limit Participant's own selection, instruction, credentialing or oversight obligations. Participant shall ensure that the operators' use of the Network Infrastructure on its behalf complies with those requirements. SHN and suppliers performing functions on SHN's behalf are not Participant-Appointed Operators for those functions.

3.10 **Additional Services.** Additional Services require an executed Service Order identifying the purchased scope, responsibilities, fees, service levels, applicable processing terms, and termination and transition arrangements. Neither Party is obliged to purchase or provide Additional Services without that agreement. Pricing and sponsorship shall comply with Exhibit A to the Rules, and any variation of this Agreement is subject to Sections 2.3 and 2.4. Expiration or termination of purchased services is governed by Section 10.7.

3.11 **Network Trust Services.** SHN shall perform Network Trust Services with reasonable care in accordance with the Rules and the published operating requirements for each function. Responses shall identify the relevant source, scope, currency and limitations of the evidence, distinguish source assertions from SHN's verification, and identify unresolved conditions and the applicable correction or resolution path. SHN shall not represent insufficient, conflicting, stale or revoked evidence as supporting a verified determination. SHN is not liable for an independent source's inaccuracy where SHN has performed its assigned functions with reasonable care.

3.12 **Underlying Relationships and Counterparty Reliance.** Network participation and use of Services do not, by themselves, amend the underlying legal, contractual or regulated

relationships between Participants or create direct contractual claims between them under this Agreement. Rights and liabilities arising from those relationships remain governed by applicable law and independently applicable agreements. Any additional direct counterparty reliance rights must be expressly accepted in an agreement identifying their scope, remedies and limitations. This Section does not limit Network enforcement, Individual Rights or rights under applicable law or independent agreements.

4. Participant Covenants

Subject to and in accordance with the terms and conditions of this Agreement, Participant shall:

(a) **Readiness.** Complete the participation, qualification and activation requirements applicable to each function before undertaking it. Requirements for later activation do not condition initial participation. Testing remains subject to the applicable test terms.
(b) **Operating Resources.** Provide and maintain the hardware, software and other resources assigned to Participant under its selected operating arrangement.
(c) **Required Controls.** Not bypass, disable or materially interfere with authentication, authorization, consent, security, evidence or monitoring controls required for its Network activity.
(d) **No Unauthorized Probing.** Not use Network functions to infer an Individual's relationships or obtain another person's information beyond its authorized purpose, scope and access rights.
(e) **Security and Incident Reporting.** Maintain the safeguards assigned to Participant, use commercially reasonable efforts within its control to prevent malware and unauthorized access affecting Network functions, and report incidents and threats as required by the Rules and applicable agreements.
(f) **Compliance.** Comply with the Rules and applicable law in conducting Network Transactions and using Services, within the scope and authority established under Sections 3.2 and 3.8.
(g) **Cooperation.** Reasonably cooperate with SHN in investigating, mitigating and correcting errors, defects and incidents affecting the Network.

5. Data and Information Use

5.1 **Data and Records.** This Agreement does not transfer ownership of Participant information or Individual Data to SHN. Each Party retains its existing rights, subject to Individual Rights, other persons' rights and applicable law. SHN's intellectual-property rights in its systems and recordkeeping technology do not confer additional rights to the information recorded. Access, use, disclosure, retention and correction are governed by the Rules, applicable processing terms and law.

5.2 **Authorized Information Use; No Sale.**

(a) **Authorized Purposes.** SHN shall process information only for purposes and within authority established under the Rules, applicable agreements and law. Authority for one function does not extend to unrelated secondary use or reusable model training. Aggregation, anonymization or de-identification does not supply missing authority, and resulting information remains subject to applicable use, disclosure and retention restrictions. Within those limits, SHN may use Metadata and operational telemetry reasonably necessary to operate, secure, support, measure, troubleshoot and improve the Network or service functions it undertakes. That use remains subject to applicable purpose, access, confidentiality and retention restrictions and does not

authorize Hub access to Message content, unrelated analytics, commercialization of information or reusable model training.

(b) **Hub and Service Processing.** The Hub shall not decrypt, access or aggregate substantive Message content or maintain a substantive content repository. Encrypted transport state remains governed by the Six Commitments. A Gateway, Member Service or other authorized service may process readable information within its established authority and processing role, without giving the Hub access to Message-decryption keys.

(c) **No Sale.** SHN shall not sell information obtained or generated through Network functions or SHN services, including Participant information, Individual Data, Message content, Audit Log information, operational information and information derived from them, or accept access to such information as consideration. A Service Order or processing agreement may not override this prohibition or the information-use restrictions in this Section or the Rules.

(d) **Additional Services and Results.** SHN may charge for separately authorized services and additional results permitted by the Rules. Before processing information for that work, SHN shall document sufficient authority from a person holding the relevant rights or acting under a valid mandate. The applicable terms shall identify the permitted inputs, purposes, processing, outputs, recipients and retention. Possession of information, approval of a service category or agreement to pay does not itself supply that authority or permit an information sale.

(e) **Existing and Recurring Authority.** Documented existing authority may be relied upon where sufficient and may cover recurring work within a defined scope and duration. Any additional consent or authorization required by law, Individual Rights, confidentiality obligations, source or recipient restrictions, or applicable processing terms shall be obtained before the dependent processing begins.

(f) **Participant Reporting.** Results identifying and evaluating another Participant on a performance metric require that Participant's consent as provided in the Rules' definition of Network Intelligence. Network-utilization reporting remains governed by Rules Section 2.7(b).

6. Fees; Invoices and Payment

6.1 **Common Participation and Purchased Services.** SHN shall not charge Participant for Network participation, connection to the common Network Infrastructure, Network Trust Services or designated Open Access Transactions within their protected scope, including the required common functions identified in Exhibit A to the Rules. Except for a common amendment adopted as provided below, Participant shall pay only fees it expressly accepts for Additional Services, authorized paid Transaction Types or attributable external costs permitted by Exhibit A (the "Fees").

A Service Order shall not waive or reduce Exhibit A's fee protections or make included functions chargeable. Catalog publication, a Transaction Schedule entry or a technical update does not itself create a payment obligation. Any external-cost pass-through requires advance disclosure and acceptance on the basis specified in Exhibit A, without markup. An accepted fee may cover a complete additional service, workflow or result, but shall not reprice protected included functions. New capabilities shall receive a fee designation in accordance with Exhibit A.

No mandatory common participation charge may be imposed, and no Open Access fee protection reduced, except through a material amendment expressly changing Exhibit A and this Section under Section 13, with Governance Council approval and any other approval required by the Rules and Governing Instruments. Once effective, that amendment binds existing Participants prospectively, subject to Section 13.3's notice, withdrawal and separate-assent protections. It does not enroll Participant in an optional service or impose an individually negotiated charge.

6.2 **Payment Terms.** Participant shall pay applicable Fees within thirty (30) days after receipt of an invoice. Participant shall be responsible for all applicable taxes, withholdings, duties and levies, excluding taxes based on SHN's net income. All amounts are stated and payable in United States dollars. Payments shall be made without set-off or chargeback.

6.3 **Late Payments.** If an undisputed Fee is fifteen (15) days or more overdue, that amount shall accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower. Participant shall reimburse SHN for reasonable costs and expenses, including reasonable attorneys' fees, incurred in collecting undisputed overdue Fees and related interest.

Nonpayment of a charge for an optional purchased service may affect only that service as permitted by its terms and the Rules. Standing alone, it does not authorize suspension or termination of unrelated participation or Open Access rights.

7. Intellectual Property

7.1 SHN Gateway Software. "SHN Gateway Software" means SHN's reference implementation of the Participant Gateway made available under the Apache License, Version 2.0 ("Apache License"). Participant may use, reproduce, modify and distribute SHN Gateway Software in accordance with that license. SHN Gateway Software is excluded from SHN's intellectual-property infringement indemnity under Section 11.1(b). The Apache License does not itself grant rights to access or participate in the Network, conduct Network Transactions, receive Services or use other SHN IP. Those rights are governed by this Agreement and any applicable Service Order or other express license.

Connection to and use of the Network remain subject to the interface specifications, conformance criteria, release requirements and qualification requirements established by the Rules (the "Conformance Requirements"). If a modification, fork, derivative work or deployment does not satisfy those requirements, SHN may refuse, condition, suspend or terminate its Network connection in accordance with the Rules and has no obligation to maintain compatibility with or support it, except as expressly undertaken under this Agreement, the Rules or an applicable Service Order. Participant's exercise of Apache License rights remains subject to that license's risk allocation, without limiting SHN's separately undertaken obligations.

Participant may accurately describe an implementation's current qualification and its scope. Qualification alone does not authorize a claim that SHN endorses, certifies or supports the implementation; any such claim requires separate authorization from SHN.

Proprietary software, models, documentation or other intellectual property separately supplied for Additional Services ("Additional Services IP") is licensed only as expressly provided in the applicable Service Order or other identified license. A component already available under an open-source license does not lose that license because it is used in an Additional Service. Changes, required updates, supported-version retirement and related transitions shall follow the Rules. Qualification, support or retirement decisions do not revoke rights already granted under the Apache License.

7.2 Ownership. SHN and its licensors retain their respective ownership and intellectual-property rights in SHN-provided Network Infrastructure, SHN Gateway Software, Additional Services IP and other technology made available by SHN as part of the Network. These include software, algorithms, interfaces, databases, tools, documentation, specifications, know-how, processes and methods, together with improvements and derivative works to the extent owned by SHN or its licensors (collectively, "SHN IP"). Rights in Audit Log systems and database structures do not confer ownership of the recorded information, which is governed by Section 5.1.

This ownership is subject to applicable licenses, including the Apache License, and does not transfer Participant's or third parties' contributions to SHN. Participant retains its rights in its independent technology, processes, workflows, data, contributions and Configurations, subject to underlying SHN and third-party rights and any expressly agreed ownership or license allocation for commissioned work. A modification or derivative work does not become SHN IP solely because it modifies SHN Gateway Software, and connection or interoperability does not itself assign a contribution to SHN.

Except for rights expressly granted under this Agreement or an applicable license, SHN and its licensors reserve their rights in SHN IP. This Agreement grants no implied licenses.

7.3 Restrictions on Access and Use. Except as permitted by this Agreement, the Rules or an applicable open-source or other express license, Participant shall not, and shall not permit or authorize any person acting on its behalf to, directly or indirectly:

(a) copy, reverse-engineer, decompile or disassemble proprietary SHN software or attempt to gain unauthorized access to its source code or underlying components;

(b) sublicense, resell, transfer or make proprietary SHN IP available to another person outside the granted rights;

(c) create or assist in creating derivative works of proprietary SHN IP outside the granted rights;

(d) use or disclose nonpublic proprietary SHN code, credentials, security information or Confidential Information for an unauthorized purpose;

(e) circumvent required technical, usage or security controls or interfere with the integrity or operation of SHN systems;

(f) gain unauthorized access to SHN IP, systems or networks;

(g) remove or alter required intellectual-property or proprietary notices;

(h) use bots, crawlers or automated extraction outside authorized interfaces, purposes, permissions or published limits; authorized applications, agents and other automation remain permitted;

(i) impose disclosure, licensing or redistribution obligations on proprietary SHN code through a software combination outside the applicable license;

(j) use SHN IP beyond the rights granted under the applicable instrument;

(k) use an unqualified or nonconforming implementation for production Network activity requiring qualification under the Rules;

(l) enable another person to access the Network outside that person's applicable status, role, authority or entitlement under the Rules, including the permitted roles of Members, representatives, Authorized Actors, Participant-Appointed Operators and Authorized Third Party Service Providers; or

(m) use an open-source component or Network access to obtain or reproduce proprietary Additional Services IP or other nonlicensed SHN IP without authority.

These restrictions do not prohibit developing, operating or using competing or alternative products, interoperability services, networks and Qualified Transaction Paths, and independently developing similar functionality, provided that such activity does not misuse protected information, proprietary SHN IP, credentials or Network access. Rights under the Apache License remain governed by that license. Qualification requirements govern Network access and participation and do not restrict otherwise licensed software use outside the Network. This Section grants no additional rights to use Participant, Individual or other restricted information.

7.4 Configurations. Participant may implement custom features, workflows, reports, interfaces, templates or other configurations to SHN Gateway Software ("Configurations"), subject to the Apache License and, for Network use, the Rules. Configurations implemented within the parameters of SHN's configuration and release documentation made available under the Rules ("Configuration Documentation"), and on a supported release, are "Supported Configurations." Other Configurations and modifications, including those applied to unsupported releases or forks, are "Unsupported Modifications." Ownership and license rights are governed by Section 7.2 and any expressly agreed allocation for commissioned work.

SHN's support obligations for Supported Configurations are those established by the Rules, applicable support documentation and any applicable Service Order. Participant is responsible for Unsupported Modifications within its operating or delegated scope, without excusing SHN from functions or changes it expressly undertakes. Configurations and Unsupported Modifications that fail the Conformance Requirements are subject to Section 7.1.

SHN is not required to provide bespoke maintenance, debugging or compatibility engineering for Unsupported Modifications without an express service arrangement. This limitation does not

make required qualification, conformance feedback, common security information or correction of an SHN-supplied defect chargeable, or prevent qualification of an alternative conforming implementation. Additional assistance and any fees require express acceptance.

7.5 Participant Usage, Feedback and Optional Gateway Software.

(a) Usage Information. SHN may collect and use operational and usage information only as authorized by the Rules, Section 5.2 and applicable service and processing terms. Aggregate utilization reporting expressly permitted by the Rules remains subject to its stated scope and safeguards.

(b) Feedback. Participant may provide comments, suggestions, enhancement requests or recommendations concerning the Network or Network Infrastructure ("Feedback"). Participant grants SHN a royalty-free, worldwide, irrevocable, perpetual license to use that Feedback for any purpose. Feedback excludes Individual Data, another person's protected information and confidential implementation material merely accompanying a suggestion. This license does not expand SHN's information-use rights under Section 5 or transfer ownership of Participant's separately identified technology or contributions.

(c) Optional Nature of Gateway Software. Participant is not required to accept, deploy, implement, operate or use SHN Gateway Software or another Participant Gateway as a condition of Network participation. Rights granted under Section 7.1 are optional and remain governed by the applicable license.

8. Representations and Warranties

8.1 **Mutual.** Each Party represents and warrants that (a) if it is an entity, it is duly organized, validly existing and, where applicable, in good standing under its jurisdiction of organization, and it has the authority to enter this Agreement; if it is a natural person, it has legal capacity to enter this Agreement; (b) all third-party authorizations and approvals required for such Party's execution and delivery of this Agreement have been obtained, and the Party shall obtain any additional authorization or approval required to perform a particular function before performing that function; (c) the execution, delivery and performance of this Agreement do not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (d) it will comply with all law applicable to the performance of its obligations under this Agreement or participation in the Network under this Agreement (including law applicable to performing any Network Transaction, using and accessing the Services and responding to any request for Individual Data).

8.2 Participant.

(a) The Participant represents and warrants that it is eligible to participate in the Network pursuant to the eligibility requirements set forth in the Rules.

(b) Participant represents that it is eligible to assume the roles it accepts under its Transaction Schedule. Participant shall perform each Network Transaction only when the applicable role and scope are activated and Participant has the authority required for the particular action under applicable law, the Rules and the applicable Transaction Specification. This representation does not state that permissions for every future transaction have already been obtained at accession.

8.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SHN DOES NOT WARRANT THAT THE SHN IP, SERVICES PROVIDED BY SHN, OPERATIONS PERFORMED USING SHN IP OR OPERATIONS DEPENDENT ON A PARTICIPANT'S OR A THIRD PARTY'S SYSTEMS WILL BE ERROR-FREE, WILL BE DEFECT-FREE, WILL PRODUCE ACCURATE RESULTS OR WILL BE DESIGNED, FORMATTED OR DISPLAYED TO MEET THE PARTICIPANT'S SPECIFIC REQUIREMENTS. SHN EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE COMPLETENESS OR ACCURACY OF THE DATA TRANSMITTED OVER THE NETWORK OR ANY OUTPUTS OF THE SHN IP OR SERVICES PROVIDED BY SHN, OR THE AVAILABILITY OF THE SHN IP OR SERVICES PROVIDED BY SHN (EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND THE RULES). PARTICIPANT ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT (INCLUDING THE RULES), ALL SERVICES AND DELIVERABLES PROVIDED BY SHN HEREUNDER ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PARTICIPANT IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND SUITABILITY OF ANY OUTPUT GENERATED BY THE SHN IP, THE SERVICES PROVIDED BY SHN OR THE NETWORK FOR ITS INTENDED PURPOSES AND FOR ANY DECISIONS OR ACTIONS TAKEN BASED ON THE SHN IP, THE SERVICES PROVIDED BY SHN, THE NETWORK OR REPORTS OR OTHER OUTPUTS THEREOF (INCLUDING WITHOUT LIMITATION DECISIONS REGARDING MEDICAL NECESSITY, COVERAGE, CLINICAL CARE OR PAYMENT). SHN HAS NO OBLIGATION TO REVIEW, VALIDATE, MONITOR OR VERIFY THE ACCURACY, COMPLETENESS, LEGALITY OR APPROPRIATENESS OF DATA EXCHANGED BY PARTICIPANTS. NOTHING IN THIS SECTION DISCLAIMS AN EXPRESS OBLIGATION SHN UNDERTAKES UNDER THIS AGREEMENT, THE RULES (INCLUDING EXHIBIT C AND THE SIX COMMITMENTS), AN ACCEPTED TRANSACTION SPECIFICATION, AN APPLICABLE PROCESSING AGREEMENT OR SERVICE ORDER. THIS INCLUDES ASSIGNED VERIFICATION, AUTHORIZATION, ROUTING, TRANSFORMATION, SECURITY, EVIDENCE, CORRECTION AND CONTINUITY FUNCTIONS. SUBSTANTIVE SOURCE DECISIONS AND SHN'S OWN PERFORMANCE REMAIN DISTINCT UNDER SECTIONS 3.8 AND 3.12.

9. Confidentiality

9.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means information or documentation which (a) is identified in writing as confidential, restricted, proprietary or in any similar manner, or (b) based upon the nature of the information or documentation or the circumstances under which it was disclosed, accessed or learned, a reasonable person would understand is confidential, including, but not limited to, (i) intellectual property of a Party (including SHN IP), its affiliates or its customers, suppliers and other third parties doing business with such Party; (ii) financial and business plans and data of a Party; (iii) personal data; (iv) statistical information of a Party; (v) marketing plans; (vi) product plans (including, but not limited to, technical data, service specifications, product specifications and computer programs) of a Party; (vii) either Party's client or customer data and client business information; (viii) nonpublic security assessments, penetration-test results, vulnerability information, detailed nonpublic architecture, credentials and nonpublic service-performance reports; and (ix) anything developed by reference to the information described in this definition. The exclusions and permitted disclosures in this Agreement and the Rules continue to apply.

9.2 **Exclusions from Confidential Information.** Confidential Information shall not include information which the Receiving Party (as defined below) can demonstrate: (a) is wholly and independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party (as defined below); (b) is or has become generally known to the public from a source having the right to disclose such information; (c) at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction and evidenced by documentation in the Receiving Party's possession; (d) is rightfully received by the Receiving Party from a third party whose disclosure did not and would not violate a confidentiality obligation owed by such third party to the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

9.3 **Use and Disclosure of Confidential Information.** A Party receiving Confidential Information from the other Party (a "Receiving Party") shall not (a) use the Confidential Information of the other Party (a "Disclosing Party") except within the purposes and authority permitted by this Agreement and applicable information-use restrictions; (b) disclose or otherwise allow access to the Confidential Information of a Disclosing Party to any individuals or third parties, except as provided in Section 9.4 and Section 9.5; or (c) use or disclose the Confidential Information outside the granted rights. This Section prohibits misuse of Confidential Information, not lawful competition or exercise of an applicable license. A Receiving Party shall protect the Confidential Information of a Disclosing Party with at least the same level of care as it protects its own confidential information of similar nature, but not less than a reasonable level of care. Nothing herein shall waive, diminish, or otherwise restrict in any way SHN's obligation to make the Audit Log available or any person's right to access the Audit Log, in each case, pursuant to and in accordance with the Rules. For the avoidance of doubt, Individual Data and information from Participant's Participant Profile may be used and disclosed as permitted by this Agreement, including the Rules. Nonpublic information concerning another Participant obtained through Network Trust Services remains subject to its applicable confidentiality and use restrictions even where that Participant is not the Disclosing Party under this Agreement. This protection does not create a direct counterparty claim contrary to Section 3.12.

9.4 **Permitted Disclosure.** A Receiving Party may disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's officers, directors, employees, professional advisors (including, but not limited to, accountants), contractors, service providers, and other agents and representatives (collectively, "Representatives") to the extent such disclosure is necessary for the Receiving Party to use the Confidential Information as permitted or contemplated by this Agreement or to perform its obligations or exercise its rights under this Agreement; provided, however, that a Receiving Party shall cause such Confidential Information to be (through legally binding obligations of confidentiality and nondisclosure) held in confidence by the recipient to substantially the same extent and in substantially the same manner as required under this Agreement.

9.5 **Disclosure Required By Law.** If a Receiving Party is requested or required by reason of a subpoena or order of a court, administrative agency or other governmental body of competent jurisdiction ("Government Authority") to disclose Confidential Information in any legal or administrative proceeding or a Receiving Party otherwise determines that a disclosure is affirmatively required by applicable law, the Receiving Party shall promptly notify the Disclosing Party of such occurrence (to the extent legally permitted) so that the Disclosing Party may take,

at its expense, such steps as are necessary to protect the Confidential Information and limit its disclosure. If a Receiving Party is thereafter required to disclose the Confidential Information, only the part of such information as is required for compliance with applicable law to be disclosed shall be disclosed.

9.6 **Return Upon End of Term.** Following expiration or termination, each Party shall promptly return or securely destroy the other Party's Confidential Information and, upon request, certify destruction, subject to applicable surviving duties. A Party may retain information required by law or the Rules only within the applicable authority and processing terms. A Party need not separately purge Confidential Information from routine backup, disaster-recovery or archival systems where removal is not reasonably practicable in the ordinary course, provided the information remains subject to applicable confidentiality, security and processing obligations, is protected from ordinary operational access, is not used for another purpose, and is deleted in accordance with the applicable retention cycle. SHN shall preserve Hub Audit Log entries for the period required by the Rules, subject to applicable law, together with entitled access. For PHI processed as a Business Associate, Schedule 1 Section 5.3 controls return, destruction and any permitted retention; a contractual retention period alone is not a determination that retention is Required By Law or that destruction is infeasible.

Before production activation of a function whose required Network record may contain PHI, the applicable processing or retention specification shall identify the actual processing capacity, lawful basis and surviving function for retention, the information to be retained, the applicable period, entitled access, and return, destruction or reassessment treatment. It shall be consistent with Schedule 1, the Rules and applicable law. For any service holding information on Participant's behalf, required return or usable export shall precede deletion of the information subject to that process.

For the Hub Audit Log, SHN shall maintain one versioned common Hub Audit Log and Retention Specification addressing those matters, correction, and the information recorded. The Hub Audit Log and Retention Specification is a Rule Document under the Rules. Any permitted jurisdictional profiles shall be identified within that common framework and shall not establish incompatible retention or access arrangements for the same entry. SHN shall submit the protected information-handling provisions and material changes to them through the governance process under the Rules and Governing Instruments, with Data Rights Trust review within its mandate and all required approvals. Routine implementation within those adopted boundaries remains subject to ordinary operational procedures. The design shall minimize event information, separately protect identity-correlation mappings, define entitlement-specific access, and identify finite retention or reassessment periods. Any proposed continuing evidence service, management or legal-responsibility use, legal retention duty, or infeasibility basis shall be established for the actual record and processing capacity and authorized by the applicable processing terms and law. A specification does not itself supply that authority or vary Schedule 1; an affected function shall not be production-activated until the applicable retention and access arrangements satisfy these requirements.

9.7 **Remedies; Injunctive Relief.** Each Party recognizes and agrees that the covenants set forth in this Section 9 are reasonable and properly required for the protection of the information, activities and business of the other Party. Each Party agrees that the violation of the covenants or agreements in this Section 9, or any unauthorized access to, use of, disclosure of, or misappropriation of the other Party's intellectual property or Confidential Information, would cause irreparable harm to such Party, that the remedy at law for any violation or threatened violation thereof would be inadequate and that, in addition to any other remedies available at

law or in equity, any Party seeking enforcement of the covenants set forth in this Section 9 may seek temporary and permanent injunctive or other equitable relief from a court of competent jurisdiction.

10. Term, Suspension, and Termination

10.1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Section 10.

10.2 **Termination by Participant.** The Participant may terminate this Agreement with or without cause by providing not less than thirty (30) days' prior written notice to SHN (unless a shorter period is permitted under Section 13.3, the Rules, Schedule 1 or applicable law).

10.3 **Suspension or Termination.** SHN may suspend the Participant (including on an emergency basis) or terminate this Agreement pursuant to and in accordance with the Rules.

10.4 **Effect of Termination.** Termination ends Participant status and authority to initiate new Network Transactions. It does not authorize new activity on the basis of expired or revoked authority. Any completion of outstanding work must follow current authority and the Rules' continuity arrangements. Except for such authorized wind-down and surviving rights, Participant shall cease accessing the Network and SHN shall cease providing Services under this Agreement. Rights already granted under an applicable open-source license remain governed by that license.

The Parties shall cooperate in an orderly transition of permitted configuration, outstanding requests, source references, status, deadlines, known or uncertain outcomes and required records. Required exports, evidence access and continuity shall not be delayed pending agreement on additional transition assistance or made conditional on an archival purchase. The applicable operating arrangement shall provide a practicable authorized means of obtaining required continuity information if an outgoing operator is unavailable. A successor must establish current authority and use its own authorized credentials; a change of operator or path does not itself create a new business request or restart an external deadline.

Within thirty (30) days after termination, SHN shall provide Participant, without charge, a usable export of the Hub Audit Log entries and other evidence SHN maintains under the Rules concerning Transactions to which Participant was a party, including rejection, failure and recovery events observed by the Hub, in a format identified in the Hub Audit Log and Retention Specification. For PHI SHN maintains as a Business Associate, delivery of that export serves as the return of the PHI it contains under Schedule 1 Section 5.3. For the remainder of the applicable retention period, and to the extent SHN retains those entries and that evidence consistently with Schedule 1 Section 5.3 and the Hub Audit Log and Retention Specification, SHN shall respond within a reasonable time and without charge to Participant's verified requests, as a former Participant, for them. The export and each response are subject to appropriate identity and authority verification, protection of other persons' information and security credentials, and applicable law. SHN may decline a request that is manifestly repetitive or excessive by stating its reason. Neither the export nor a response requires renewed accession, a production connection or purchase of Additional Services, and neither restores authority to initiate new Network Transactions. The thirty-day final-export period does not postpone access to status, deadlines, uncertain outcomes, or records needed earlier for an authorized handoff or applicable legal deadline. A request shall not be treated as repetitive or excessive because of an incomplete or unusable prior export, SHN's failure, a material correction, or new relevant events. Any

refusal shall explain the objective basis, identify any usable information already supplied, offer a reasonably available narrower means of access, and identify the Network Accountability Office review route. The restriction shall be proportionate and shall not defeat a mandatory right or urgent continuity need.

Accrued payment obligations, applicable information-use and confidentiality restrictions, Individual Rights, lawful records access, retention, return or destruction, and the provisions necessary to enforce those duties survive, including Sections 2.5, 3.12, 5, 7, 8, 9, 10.4, 10.7, 11, 12, 14 and 15 to the extent relevant, and Schedules 1 and 2 as provided therein, together with other provisions that by their nature are intended to survive. No provision requires indefinite free hosting or operational service beyond the applicable transition and surviving obligations.

10.5 **Effect of Suspension.** A suspension has only the scope and effects permitted by the Rules. Where a narrower restriction reasonably addresses the grounds or risk, unaffected services, Authorized Actors, credentials, Transaction Types, roles, Qualified Transaction Paths and participation rights remain available. This Agreement continues during suspension, including applicable security, notice, cooperation, evidence, correction, lawful access and continuity duties. SHN shall review corrective evidence and narrow or lift restrictions as required by the Rules. A suspension does not terminate an open-source license or extinguish unrelated rights, and nonpayment of optional-service fees has only the consequences permitted by Section 6.3 and the Rules. A suspension imposed in good faith and in compliance with the Rules does not, solely because it is imposed or later narrowed or lifted, constitute a breach of this Agreement. This provision does not excuse an antecedent breach, an unsupported or excessive restriction, or failure to perform surviving duties.

10.6 **No Termination By SHN For Convenience.** SHN has no right to terminate this Agreement for convenience.

10.7 **Ending a Purchased Service.** Expiration, nonrenewal or termination of a Service Order ends the purchased work identified in that order, not Participant's independent Network participation, Open Access rights or required common functions. The Parties shall perform the applicable service transition and information-handling obligations; continued production activity requires a qualified operating arrangement. Sponsor expiry does not create a payment obligation for Participant without its express acceptance. Accrued and other expressly accepted payment obligations remain governed by the Service Order. Ending an institutional purchased service does not, by itself, end an Individual's rights or an independently established Member relationship.

11. Limitation of Liability and Indemnification

11.1 Indemnification.

(a) Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party and its directors, officers, employees, contractors, representatives, and agents (the “Indemnified Party”) from and against any losses, fines, penalties, damages, or other liabilities (including reasonable costs and expenses, and excluding attorneys’ fees) (“Losses”) in each case, incurred or payable by the Indemnified Party in connection with any third-party claim, action or proceeding (each, a “Claim”) arising from (x) actual or alleged breach by the Indemnifying Party (or, with respect to Participant, Participant’s Authorized Users, Authorized Actors and

Participant-Appointed Operators acting in connection with functions undertaken on Participant's behalf, including unauthorized acts connected with those functions; or with respect to SHN, SHN's subcontractors) of this Agreement (including the Data Processing Agreement, the Rules (including the Rule Documents) and any Service Order); or (y) actual or alleged violation by the Indemnifying Party (or, with respect to Participant, Participant's Authorized Users, Authorized Actors and Participant-Appointed Operators acting in connection with functions undertaken on Participant's behalf, including unauthorized acts connected with those functions) of law; provided, however, that the Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party from and against any Losses to the extent arising from the Indemnified Party's gross negligence, willful misconduct or fraud.

(b) SHN shall indemnify, defend, and hold harmless the Participant and its directors, officers, employees, contractors, representatives, and agents (the "Participant Indemnified Party") from and against any Losses in each case, incurred or payable by the Participant Indemnified Party in connection with a third-party Claim asserted or brought against the Participant Indemnified Party alleging that the SHN IP (or use thereof by Participant in accordance with this Agreement) infringes, or causes the infringement of, the copyright, trademark, patent, or other similar intellectual property rights of a third party (an "SHN IP Claim"), except to the extent such SHN IP Claim is a result of: (i) the Participant Indemnified Party's use of the SHN IP in contravention of this Agreement (including the Rules) or specifications of SHN; (ii) any Configurations; (iii) modifications made by the Participant Indemnified Party not made in accordance with the specifications of SHN; (iv) the Participant Indemnified Party not complying with instructions, designs, upgrades, enhancements or updates provided by SHN; (v) any combination of the SHN IP by the Participant Indemnified Party with products or systems other than those provided by, or authorized in writing by, SHN; or (vi) the SHN Gateway Software, or any modification, fork, derivative work or deployment thereof. If SHN reasonably believes that the SHN IP could be subject to an SHN IP Claim, SHN may: (x) secure the right to continue using the infringing item in a manner consistent with the terms and conditions of this Agreement; or (y) replace or modify such item to make it non-infringing, without adversely affecting the Participant's participation in the Network or SHN's ability to make the Network available, in each case, in accordance with this Agreement.

(c) Participant shall indemnify, defend, and hold harmless SHN and its directors, officers, employees, contractors, representatives, and agents (the "SHN Indemnified Party") from and against any Losses in each case, incurred or payable by the SHN Indemnified Party in connection with a third-party Claim asserted or brought against the SHN Indemnified Party alleging that any materials, technology, software, data, or other items used by a Participant Indemnified Party in connection with this Agreement other than SHN IP (including any items used to develop or implement a Supported Configuration) (collectively, "Participant IP") infringe, or cause the infringement of, the copyright, trademark, patent, or other similar intellectual property rights of a third party (a "Participant IP Claim"). If Participant reasonably believes that the Participant IP could be subject to a Participant IP Claim, Participant may: (x) secure the right to continue using the infringing item in a manner consistent with the terms and conditions of this Agreement; or (y) replace or modify such item to make it non-infringing, without adversely affecting Participant's participation in the Network or SHN's ability to make the Network available, in each case, in accordance with this Agreement. Participant shall indemnify, defend, and hold harmless the SHN Indemnified Parties from and against all Losses in each case, incurred or payable by the SHN Indemnified Party in connection with a third-party Claim arising from: (i) Unsupported Modification, (ii) Participant's use of the SHN Gateway Software or participation in the Network in

a manner enabled by or resulting from such Unsupported Modification, or (iii) the interaction of any Unsupported Modification with Participant systems, data, users, workflows, business processes, or third-party products or services or the SHN IP.

11.2 **Indemnification Procedure.** If a third-party action or claim is commenced against any Indemnified Party (including a Participant Indemnified Party or an SHN Indemnified Party), the Indemnified Party shall provide prompt notice of the action or claim to the Indemnifying Party, provided that failure to provide such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent it is materially prejudiced thereby. The Indemnifying Party shall immediately take control of the defense of such action or claim and shall engage attorneys acceptable to the Indemnified Party (which acceptance shall not be unreasonably withheld) to defend such action or claim; and the Indemnified Party shall cooperate with the Indemnifying Party (and its attorneys) in the defense of such action or claim. Each Indemnified Party may, at its own cost and expense, participate (through its attorneys or otherwise) in such defense. If no Indemnifying Party assumes control over the defense of an action or claim as provided in this Section 11.2, the Indemnified Party may defend the action or claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party. If the Indemnifying Party assumes control over the defense of an action or claim as provided in this Section 11.2, the Indemnifying Party may not settle such action or claim without the consent of the Indemnified Party if the settlement provides for relief other than the payment of monetary damages or for the payment of monetary damages for which the Indemnified Party will not be indemnified in full pursuant to this Agreement or the settlement includes an admission of wrongdoing. All Losses recoverable under this Section, together with reasonable attorneys' fees and other defense expenses payable or incurred by the Indemnifying Party in fulfilling its defense obligations under this Section, are subject to and shall count toward the applicable liability cap in Section 11.3, including its exceptions. This treatment of defense expenses does not otherwise expand recoverable attorneys' fees or shift the cost of optional separate counsel.

11.3 Limitation.

(a) For purposes of this Section 11.3, "monetary amounts" means direct damages, indemnification amounts, reimbursements and defense expenses subject to this Section. "Liable Party" means (i) if indemnification for or recovery of monetary amounts is sought against SHN pursuant to this Agreement or any Other Network Participation Agreement (as defined below), SHN; or (ii) if indemnification for or recovery of monetary amounts is sought against Participant pursuant to this Agreement, Participant. For purposes of this Section 11.3, an "Incident" means a single event or a directly related series of events arising from the same underlying cause. All claims arising from the same Incident share one per-Incident limit, regardless of the number of claims, claimants, affected Participants or Network Participation Agreements. Separate events are not one Incident solely because they involve the same system, supplier or type of vulnerability.

(b) "Other Network Participation Agreement" means any other Network Participation Agreement executed by an Other Participant, including any applicable Data Processing Agreement incorporated into that agreement within its stated scope.

(c) "Other Participant" means a "Participant" (as defined in the Rules) other than Participant (as defined herein).

(d) "Recouping Parties" means (i) if indemnification for or recovery of monetary amounts is sought against SHN pursuant to this Agreement or any Other Network Participation Agreement, Participant and the Participant Indemnified Parties under this Agreement and the Other Participants and their Participant Indemnified Parties under such Other Network Participation Agreements; or (ii) if indemnification for or recovery of monetary amounts is sought against Participant pursuant to this Agreement, SHN and the SHN Indemnified Parties.

(e) Except for monetary amounts arising out of a Liable Party's gross negligence, fraud, willful misconduct (including, with respect to SHN, SHN's willful misappropriation of Participant IP, and with respect to Participant, Participant's willful breach of Section 7.3 and Participant's willful misappropriation of SHN IP) or willful violation of law; or Participant's obligation to pay Fees due and payable, the aggregate liability of a Liable Party to all Recouping Parties for any monetary amounts pursuant to this Agreement and all Other Network Participation Agreements shall be limited to:

(i) Two Million Dollars ($2,000,000) per Incident; and

(ii) Five Million Dollars ($5,000,000) in the aggregate per rolling twelve-month period.

These limits apply whether or not insurance covers the claim. Insurance denial, delay, nonpayment, sublimits or defense-cost erosion does not reduce these limits, and insurance coverage or proceeds and third-party recoveries exceeding these limits do not increase them. Payments toward the same monetary amounts shall be counted once, without duplicate recovery. For purposes of the rolling twelve-month aggregate, all monetary amounts arising from an Incident shall be attributed to the date on which that Incident first caused loss giving rise to a claim subject to this Section, regardless of when the loss is discovered, a claim is asserted or payment is made. This attribution rule applies only to the contractual liability limits and does not alter incident-reporting, claim-notification or insurance-notice requirements.

(f) EXCEPT FOR DAMAGES ARISING OUT OF GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR WILLFUL VIOLATION OF LAW; A PARTY'S INDEMNIFICATION OBLIGATIONS; BREACH OF CONFIDENTIALITY; A MATERIAL BREACH OF THE RULES RESULTING IN UNAUTHORIZED ACCESS, USE, OR DISCLOSURE OF DATA, DENIAL OF INDIVIDUAL RIGHTS, OR SYSTEMIC HARM TO THE NETWORK; SHN'S MISAPPROPRIATION OF PARTICIPANT IP; OR PARTICIPANT'S WILLFUL BREACH OF SECTION 7.3 OR PARTICIPANT'S MISAPPROPRIATION OF SHN IP, IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL SHN OR PARTICIPANT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF INFORMATION OR DATA, BODILY INJURY, OR OTHER THIRD-PARTY LIABILITIES, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF SHN OR PARTICIPANT HAS BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. The limitations in this Section do not excuse required notification, correction, records-access or continuity obligations. Except for defense expenses expressly counted toward the applicable cap under Section 11.2, a Party's costs of performing its own obligations do not reduce the liability limits otherwise available to the other Party. The applicable monetary limitations govern direct damages, indemnification amounts, reimbursements and defense expenses under this Agreement and its incorporated instruments, subject to the existing exceptions and any expressly permitted scope-specific variation.

(g) **Recovery Efforts.** The Liable Party shall, at its own expense, use commercially reasonable efforts to obtain available insurance proceeds and recoveries from third-party service providers, vendors and suppliers in respect of a claim subject to this Section. It shall reasonably cooperate with affected Recouping Parties and provide material updates concerning those efforts, subject to applicable confidentiality and privilege protections. This provision does not assign insurance rights or require action that would invalidate or diminish coverage.

(h) **Equitable Allocation.** If multiple claims of Recouping Parties compete for amounts available under the same shared liability limit under this Section, the Liable Party and affected Recouping Parties shall cooperate in an equitable allocation of available amounts, taking account of known competing claims. No Recouping Party obtains priority solely because it first makes demand, commences a proceeding, or reaches a settlement. If the affected Parties cannot agree on an equitable allocation, the allocation dispute shall proceed under Section 12. A mediation conducted specifically for that allocation dispute satisfies Section 12.2, and no second mediation is required. Allocation shall remain consistent with applicable insurance terms and law and shall not expand the applicable liability limits, restrict uncapped claims, permit duplicate recovery or prevent a claimant from timely asserting its claim.

11.4 Insurance.

(a) Participant, at its sole cost and expense, shall maintain (a) liability insurance in such types and amounts as are deemed by Participant's governing body or authorized decision-maker to be commercially reasonable and necessary to insure itself and its officers, directors, and employees against third-party claims or causes of action arising out of or relating to this Agreement, including without limitation, a policy or policies of cyber risk and errors and omissions insurance coverage; and (b) any other insurance necessary to comply with applicable law.

(b) SHN, at its sole cost and expense, shall maintain (a) a policy or policies of cyber risk and errors and omissions insurance coverage with a per-claim or per-incident minimum, as applicable to the policy form, of at least two million dollars ($2,000,000) and an annual aggregate minimum of no less than five million dollars ($5,000,000); (b) such other liability insurance in such types and amounts as are deemed by SHN's governing board to be commercially reasonable and necessary to insure itself and its officers, directors, and employees against third-party claims or causes of action arising out of or relating to this Agreement; and (c) any other insurance necessary to comply with applicable law.

(c) Upon the reasonable request by a Party, the other Party shall provide evidence of such insurance.

12. Dispute Resolution

12.1 **Informal Resolution.** The Parties shall use good-faith efforts to resolve disputes arising from this Agreement or its incorporated instruments. A Party raising a dispute shall give the other Party written notice describing the dispute, its good-faith basis and a proposed resolution. Authorized representatives shall meet and confer in good faith and attempt resolution within forty-five (45) days after receipt of that notice. The Parties may extend that period by written agreement. Communications made for settlement purposes shall receive the protections available under applicable evidence rules and law.

12.2 **Mediation.** If the dispute remains unresolved after that period, the Parties shall submit it to nonbinding mediation on mutually agreed terms before pursuing litigation, subject to the

preserved rights below. The Parties shall cooperate promptly in selecting a mediator and arranging the mediation. Either Party may proceed to court if the dispute has not been resolved within thirty (30) days after receipt of a written request for mediation, unless the Parties agree in writing to extend that period. Failure to agree on mediation terms or another Party's failure to participate shall not extend that period. Nothing in this Section limits a Party's right to seek urgent injunctive or provisional relief under Section 9.7, preserve a claim before a filing deadline, or pursue remedies otherwise available under this Agreement and applicable law. Arbitration may be used only by a separate written agreement of the disputing Parties.

12.3 **Rules Processes and Governance Review.** The suspension-review, governance and Individual-rights processes established by the Rules remain governed by the Rules and need not await negotiation, mediation or litigation under this Section. A separate bilateral contractual claim arising from the same facts remains subject to this Section. This Section does not bind an Individual merely because the Individual exercises rights under the Rules. The Delaware Court of Chancery where it has jurisdiction, or another Delaware state or federal court of competent jurisdiction, shall decide whether a matter falls within those separate processes and any challenge to the validity or authorized adoption of a Governance Council or Data Rights Trust decision, including the body's authority and required approval procedure. Either Party may seek declaratory relief against the other in such a court concerning whether a purported amendment under Section 13 or a governance decision was validly adopted and is binding on that Party under this Agreement. This limited contractual route concerns the Party's own contractual rights and obligations and does not confer general stockholder, trustee, beneficiary or public-law standing. The controlling Governing Instruments and applicable law supply the review standard, including any effect given to specified good-faith determinations. The affected governance body shall receive notice and may participate to the extent permitted or required by applicable procedure. Subject-matter jurisdiction and the rights of nonparties remain governed by applicable law. Necessary protective action and surviving duties continue. A governance decision does not itself establish a Party's contractual performance.

12.4 **Judicial Relief and Venue.** Subject to Section 2.6 and mandatory law, the Parties consent to the jurisdiction of the Delaware Court of Chancery where it has jurisdiction, and otherwise the state or federal courts of competent jurisdiction in Delaware, for proceedings arising from this Agreement. The effect of a judgment on other persons follows applicable law and procedure; a bilateral settlement does not amend the common Rules or bind other Participants. Where a final court decision interprets a provision of the Rules or of the standard terms of this Agreement, SHN shall provide a summary of that interpretation, consistent with applicable law and court orders, with the identities of the parties and their Confidential Information removed, to the Governance Council, the Data Rights Trust and the Participant Advisory Council. Before distribution, SHN shall allow the parties ten (10) Business Days to identify inadvertent identification or protected disclosure in the proposed summary. SHN shall address substantiated concerns and provide a reasoned disposition of unresolved objections; lawful oversight may proceed using the non-disputed material. A genuinely disputed passage may be withheld from the summary pending resolution under this Section while the uncontroverted summary is supplied.

13. Governance and Amendments

13.1 **Governance Framework.** SHN's Certificate of Incorporation and the Governing Instruments establish separate governance-share rights, charter-protected Governance Council director-election and reserved-approval rights, protections for specified matters affecting corporate control and Council governance continuity, including the Council supermajority required by the Governing Instruments, and the Data Rights Trust's limited enumerated patient-data-rights powers. The Council's governing instruments provide for a transition from its initial director-election rights to election of the entire SHN Board as the applicable corporate transition occurs. Exact voting thresholds, current board-election stage, protected matters, trust appointments and other corporate or trust mechanics are identified in the governance-reference record maintained under Rules Section 3.4.

The Data Rights Trust acts on the record within its enumerated jurisdiction. The Network Accountability Office conducts investigations, develops the factual record and tracks follow-up; SHN and responsible operators implement correction. Any person serving as enforcer of a governance purpose trust acts in the trust-law role established by that trust's Governing Instruments and applicable Delaware law; that status does not confer authority to investigate Participant conduct, administer the Rules or enforce this Agreement.

SHN shall make the operative Governing Instruments and the governance-reference record available as provided by the Rules. Corporate, fiduciary, trust and funding obligations and their remedies arise under their source instruments. References in this Agreement do not create additional governance shares, trustee status, voting rights, trust-beneficiary rights or corporate standing for Participant. Each source-instrument approval remains applicable according to its own terms. Participant's express contractual rights and independently applicable rights remain preserved.

13.2 **Amendment to the Rules.** Amendments to the Rules and their Rule Documents take effect under the approval, publication, notice and implementation procedures established by the Rules and Governing Instruments. This agreed process permits common operational evolution within those powers. Material amendments to common participation terms through the Rules are also subject to the direct-notice, prospective-effect, accrued-rights and withdrawal safeguards in Section 13.3. A technical, methodology or Profile update may not be used to circumvent a required governance approval, separate purchase, consent, or information-use authorization.

13.3 **Amendment to the Agreement and Processing Terms.** Participant agrees that the standard terms of this Agreement may be amended for existing Participants through the governance process established by the Rules and Governing Instruments, without separate bilateral execution, if the amendment receives all approvals required for its subject matter, the revised text is published, Participant receives direct notice, and the applicable notice and implementation period expires. Amendments operate prospectively and shall not retroactively reduce or extinguish accrued claims or obligations. Liability, indemnification, dispute resolution and other substantive common participation terms may be amended through this process when treated as material and approved accordingly.

An amendment to Schedule 1 or another incorporated processing agreement that expands SHN's permitted Uses or Disclosures, reduces a privacy, security, Individual-assistance, notification, retention, return or destruction protection, or changes the allocation of liability or remedies shall be treated as material. Such amendment requires Governance Council approval and any Data Rights Trust approval required by the Rules and Governing Instruments.

A material amendment shall take effect as to Participant no earlier than thirty (30) days after both publication of the revised text and delivery of direct notice to Participant, or after any longer applicable notice or implementation period. Notwithstanding Section 10.2, Participant may elect to terminate this Agreement by written notice delivered at any time before the amendment takes effect as to Participant, with termination effective immediately before that time and without penalty. Accrued obligations and required transition and information-handling duties remain unaffected.

No governance amendment may itself enroll Participant in a separately purchased service, impose an individually negotiated charge or other separately negotiated payment obligation, or supply a consent, delegation, appointment, information-use authorization or other authority that the Rules, applicable law or an applicable service requires to be separately obtained. Service Orders remain subject to separate acceptance. A Data Processing Agreement, including Schedule 1, may be amended through this coordinated process to the extent legally permissible and within the applicable governance authority; separate assent shall be obtained where required by law or by the terms governing that processing relationship. Government Participants remain subject to Section 2.6. Ordinary changes to elected scope, operators, paths or other operating records under the Rules do not require amendment of this Agreement.

14. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-laws principles.

15. Miscellaneous

15.1 **Assignment.** Neither Party may assign this Agreement without the other's consent, except that SHN may assign it to a successor to its operation of the Network that expressly assumes in writing SHN's obligations under this Agreement, including the Rules. Any assignment remains subject to applicable corporate and trust approvals and successor-preservation requirements under the Governing Instruments and applicable law. Those approvals and remedies are exercised by the persons authorized under the controlling instruments and are not incorporated into this Agreement as additional Participant governance rights. An operator or implementation change leaving the participating legal person unchanged does not assign its NPA.

Following an effective assignment permitted by this Section, SHN shall provide the information reasonably necessary to identify the contracting entity and any resulting change in notice details, service responsibility, processing role or continuity arrangements relevant to Participant's performance of this Agreement. This Section creates no separate advance-notice or transaction-specific withdrawal regime for mergers, financings or other corporate transactions.

15.2 **Notices; Counterparts; Entire Agreement.** All notices and other communications hereunder shall be provided in writing to the addresses on the signature page and shall be deemed given (a) when delivered in person or by email, (b) on the second succeeding Business Day when sent by certified or registered mail (return receipt requested), or (c) on the next Business Day when sent by an express courier (with confirmation). Either Party may, by notice given in accordance with this Section 15.2 to the other Party, designate another address or Person for receipt of notices. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. An electronic signature that complies with applicable law shall be as effective as delivery of a manually executed signature and shall be sufficient to bind the Parties to the terms and conditions hereof. This Agreement, together with Schedules 1

and 2 within their respective scopes, other applicable Data Processing Agreements, the Rules and executed Service Orders, constitutes the entire understanding and agreement of the Parties and supersedes all prior agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. Each Party acknowledges and agrees that, in entering into this Agreement, such Party has not relied on any promises or assurances, written or oral, that are not reflected in this Agreement. Operational and security notices may be provided through the designated channels and contacts under the Rules, Base Service SLA or applicable processing terms; a formal-notice requirement does not delay required incident reporting or protective action.

15.3 **Severability; No Waiver.** If a term of this Agreement is determined by competent judicial authority to be invalid or unenforceable, that term shall be stricken from this Agreement and replaced with a valid, legal and enforceable provision that will come the closest to reflecting the intention of the Parties underlying the stricken term, and the remainder of this Agreement shall continue in full force and effect insofar as this Agreement remains a workable instrument to accomplish the intent and purposes of the Parties; provided that the Six Commitments and Individual Rights shall not be severed, narrowed or reformed in a manner that would materially diminish the protections afforded to Individuals or waive the Patient Rights Floor under the Rules and Governing Instruments. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressed as such in a document executed by the Party against whom the waiver is alleged to be binding.

15.4 **Force Majeure.** Neither Party is liable for delay or failure in performance of its obligations hereunder (other than a Party's payment obligations, the Six Commitments, or Individual Rights) to the extent caused by events beyond its reasonable control. Notwithstanding the occurrence of a force majeure event, each Party shall implement any continuity, availability, and recovery duties as may be set forth in the Rules, applicable Member Terms and Schedule 1. A supplier failure or cyberattack is not, solely by its label, an event beyond a Party's reasonable control, and this provision does not excuse failure to perform assigned safeguards or recovery obligations. Availability measurement follows the Base Service SLA within these limitations.

15.5 **Third-Party Beneficiaries; Governance Rights.** Except as expressly stated in this Agreement, participation does not create a third-party-beneficiary right or direct contractual claim for another Participant, Individual or other person. A Party may enforce its indemnification rights for its indemnified persons under Section 11. Additional direct counterparty reliance rights require the agreement described in Section 3.12. Recognition of Individual Rights does not, by itself, make an Individual a third-party beneficiary of this Agreement.

The Governance Council's and Data Rights Trust's corporate and trust powers arise under the Governing Instruments and applicable law and are not expanded by third-party-beneficiary status under this Agreement. A person serving as enforcer of a governance purpose trust acts under that trust's instrument and applicable Delaware trust law; serving in that role does not confer standing to enforce this Agreement, these Network Rules or Participant obligations. Applicable statutory rights, Individual-rights and complaint mechanisms under the Rules, corporate and trust rights under their own instruments, and separately established Member or other agreement rights remain effective. Exercise of an independent right does not, by itself, subject a person to this Agreement’s dispute-resolution procedures.

15.6 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not itself create a partnership, joint venture, general agency or fiduciary relationship. Neither Party may bind the other except under an expressly accepted authorization. This Section does not limit a specific delegation or agency expressly undertaken, duties imposed by applicable law, or duties arising under the Governing Instruments.

15.7 **Publicity.** Neither Party shall use the other's name, logo, marks or identity in advertising, marketing, endorsements or promotional case studies without prior written consent for that use. This requirement does not restrict factual directory or participation listings authorized by the Rules, disclosures required by law, or disclosures to regulators and program sponsors needed to administer this Agreement. A permitted factual listing shall not imply an endorsement.

15.8 **Exclusion and Eligibility.** Each Party represents that it is not subject to an exclusion, debarment or other disqualification that makes its performance of its undertaken functions unlawful, and shall promptly notify the other if that status changes. Each Party shall screen the personnel and subcontractors it uses for functions subject to exclusion-screening requirements before their use and thereafter as applicable law and any applicable Government Program Addendum require, and shall not use a disqualified person where prohibited. These duties apply to the relevant functions and persons and do not constitute a representation about every affiliate or employee of a Party.

Signatures

The Parties execute this Network Participation Agreement and accept the documents identified below within their respective scopes. Participant accepts the initial Transaction Types, roles and scope elected on the "Participation and Initial Elections" page or in its referenced Transaction Schedule. SHN shall record the accepted elections in Participant's Transaction Schedule. Production activation follows qualification under the Rules. A planning target does not amend a separately applicable implementation obligation.

Applicable documents

Document	Version / reference
Network Rules, including Exhibits A–C	Version 1.0
Other processing agreements or Jurisdiction Schedules accepted with this Agreement, if any	

Schedules 1 and 2 form part of this Agreement within their stated scopes. Separately purchased services require a Service Order.

Participant

Legal name: _____

Entity type / jurisdiction and organizational identifier: _____

Notice address / email: _____

Authorized signature: _____

Name / title or capacity: _____

Date signed: _____

Smart Health Network PBC

Authorized signature: _____

Name / title: _____

Notice address / email: _____

Participant may sign while its application is under review. Participation becomes effective when SHN approves the application and countersigns this Agreement.

Effective Date (SHN countersignature date): _____

SCHEDULE 1

Business Associate Agreement

Version 1.0

This Business Associate Agreement (this "BAA") is Schedule 1 to and part of the Network Participation Agreement (the "Agreement") between Smart Health Network PBC ("SHN") and the Participant identified on the Agreement's signature page. To the extent this BAA applies, Participant acts as a Covered Entity or a Business Associate of a Covered Entity under HIPAA. HIPAA terms not defined here have the meanings given under the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and their implementing regulations (collectively, the "HIPAA Rules"). Other capitalized terms have the meanings in the Agreement or Network Rules. Section references in this Schedule refer to this BAA unless otherwise identified. The Agreement's execution incorporates this BAA without a separate signature, subject to Section 1.

1. Scope

1.1 **Applies only to the extent SHN is a Business Associate.** This BAA applies, and imposes Business Associate obligations on SHN, only to the extent SHN creates, receives, maintains, or transmits Protected Health Information ("PHI") on Participant's behalf as a Business Associate as defined under HIPAA. Execution of this BAA is not, and shall not be construed as, an admission or determination that SHN is a Business Associate in any particular configuration, deployment, or transaction. Applicability follows the actual function and information handling, including SHN's role as a subcontractor Business Associate where Participant is itself a Business Associate. Lack of a decryption key does not, by itself, determine whether SHN is a Business Associate. Section 6 applies according to its own scope.

1.2 **Member Services.** For the avoidance of doubt, to the extent SHN provides the Member Gateway or a Member Service solely at the direction and on behalf of a Member, and not on behalf of Participant or another Covered Entity or Business Associate, SHN does not act as Participant's Business Associate with respect to that function. A Member relationship, source-data presentation or change of application does not reclassify PHI already handled on Participant's behalf or remove the protections applicable to that contribution. The actual service capacity and authority must be established for the relevant use.

2. Permitted Uses and Disclosures

2.1 **Uses and Disclosures.** Except as expressly permitted under Section 2.2 or as Required By Law, SHN shall Use or Disclose PHI only to perform the authorized Services within the scope permitted by both this BAA and the Agreement, including the Network Rules, and not in a manner that would violate the HIPAA Rules if done by Participant. All Uses and Disclosures shall be limited to the minimum necessary to the extent required by the HIPAA Rules. To the extent SHN carries out an obligation of Participant under the HIPAA Rules, SHN shall comply with the requirements applicable to Participant in performing that obligation. This BAA does not authorize the Hub to decrypt or aggregate Message content or confer a general right of secondary use.

2.2 **Management, Administration, and Legal Responsibilities.** SHN may Use PHI for its proper management and administration or to carry out its legal responsibilities. SHN may Disclose PHI for those purposes only if the Disclosure is Required By Law or SHN obtains reasonable assurances that the recipient will keep the PHI confidential, Use or further Disclose it only as

Required By Law or for the purpose of the Disclosure, and notify SHN of any known breach of its confidentiality. These permissions remain subject to the Agreement's information-use restrictions and do not authorize unrelated product development, commercialization or reusable model training.

2.3 **Data Aggregation.** SHN may Use or Disclose PHI to provide data aggregation services related to Participant's Health Care Operations only when that activity is authorized within the applicable service scope under the Agreement and the Network Rules. Section 5.2 of the Agreement governs permitted purpose and further use.

2.4 **No Sale; No Marketing Use.** SHN shall not engage in the Sale of PHI or accept access to PHI as consideration. SHN shall not Use or Disclose PHI for marketing without Participant's prior written approval, the authority required by the HIPAA Rules and compliance with the Network Rules and the Agreement. Participant approval does not waive a prohibition in those instruments or substitute for an Individual authorization when required.

2.5 **De-Identified Data.** SHN may de-identify PHI in accordance with 45 C.F.R. Section 164.514 only when authorized for the applicable service or Network function. Section 5.2 of the Agreement governs any further use of the input information or resulting data.

3. SHN's Obligations

3.1 **Limit Use/Disclosure.** SHN shall not Use or Disclose PHI other than within the authority permitted by this BAA and the Agreement, including the Network Rules, or as Required By Law.

3.2 **Safeguards.** SHN shall use appropriate safeguards to prevent unauthorized Use or Disclosure of PHI and shall comply with the Security Rule with respect to Electronic Protected Health Information ("EPHI"), including implementing Administrative, Physical, and Technical Safeguards that reasonably protect the Confidentiality, Integrity, and Availability of EPHI.

3.3 **Security Incident and Breach Reporting.** With respect to PHI received from, or created, received, maintained or transmitted by SHN on behalf of Participant, SHN shall report to Participant any unauthorized Use or Disclosure, any Breach of Unsecured PHI or incident SHN reasonably suspects may constitute such a Breach, and any Security Incident of which it becomes aware. Reporting shall be as soon as reasonably practicable and no later than seventy-two (72) hours after discovery, or sooner where required by applicable law or another applicable obligation. SHN shall not delay initial notice pending complete investigation, determination of fault or confirmation that an incident is a legally reportable Breach.

The initial notice shall include information reasonably available, including affected Individuals where known, likely scope, investigation and containment measures, and information needed for required notices. SHN shall provide material updates and available findings. Participant, or the applicable upstream Covered Entity where Participant is a Business Associate, shall determine and perform the legally required notifications assigned to it; this does not displace any independently applicable SHN notification duty.

This BAA constitutes notice of routine unsuccessful incidents, such as pings, port scans and unsuccessful log-on or denial-of-service attempts, only where they do not compromise information or systems and do not indicate a material threat requiring action. A material availability compromise or threat is not excluded merely because no PHI disclosure is confirmed. Routine standing notice does not limit reporting required by the Network Rules.

3.4 **Mitigation.** SHN shall, at its sole cost and expense, mitigate promptly, to the extent practicable, any harmful effect that is known to SHN of a Use or Disclosure of PHI by SHN or SHN's agents in violation of this BAA or HIPAA. Subject to the liability terms and limitations in the Agreement, SHN shall reimburse Participant for reasonable and documented costs incurred in investigating and containing a reasonably suspected Breach or responding to and mitigating an actual Breach, but only to the extent those costs result from SHN's breach of this BAA, the Agreement or applicable law, including a breach arising from the acts or omissions of persons performing functions on SHN's behalf for which SHN is responsible. Reimbursable costs include: (a) the cost of a third-party assessment designed to determine if there is a low probability that PHI has been compromised; (b) providing notification of the unauthorized Disclosure to the media, Individuals whose PHI may have been accessed or acquired, and/or regulatory agencies, consistent with the requirements of, and to the extent such notification is required by, applicable law; and (c) offering a no-cost credit monitoring service to Individuals whose PHI may have been accessed or acquired for a period of one year, or longer if required by applicable law or a regulatory agency.

Reasonable investigation costs meeting the foregoing conditions are not excluded solely because the investigation ultimately determines that no reportable Breach occurred. This reimbursement allocation does not postpone reporting, containment, mitigation or cooperation required under this BAA, the Rules or the Agreement while causation is being determined.

3.5 **Indemnification and Liability.** SHN shall indemnify Participant in accordance with the terms of the Agreement and subject to the liability terms and limitations of the Agreement.

3.6 **Subcontractors.** SHN shall ensure that each subcontractor that creates, receives, maintains or transmits PHI on behalf of SHN agrees in writing, before the subcontractor creates, receives, maintains or transmits such PHI, to the same restrictions, conditions, and requirements that apply to SHN with respect to such PHI. Upon Participant's reasonable request, SHN shall provide reasonable documentation demonstrating compliance with this subsection, which may consist of a certification, relevant excerpts, or a redacted copy of the applicable subcontractor agreement. If SHN knows of a pattern of activity or practice by a subcontractor that constitutes a material breach or violation of the subcontractor's obligations relating to PHI, SHN shall take reasonable steps to cure the breach or end the violation and, if such steps are unsuccessful, terminate the subcontractor arrangement if feasible.

3.7 **Individual Rights.** To the extent SHN maintains PHI in a Designated Record Set on Participant's behalf, SHN shall make that PHI available for access and amendment and incorporate amendments in accordance with the HIPAA Rules. If SHN receives an Individual's access request, SHN shall notify Participant and make the necessary PHI available within ten (10) Business Days. If SHN receives an Individual's amendment request, SHN shall, within two (2) Business Days after receipt, notify Participant of the request and make available the information reasonably necessary for Participant to evaluate and direct the response. Receipt of an Individual's amendment request does not itself authorize SHN to alter a record. If Participant directs SHN to incorporate an amendment, SHN shall do so within two (2) Business Days after receiving that direction. SHN shall respond to Participant's requests for corresponding access or amendment assistance within the applicable periods above.

SHN shall maintain and provide information necessary for an accounting of Disclosures under 45 C.F.R. Section 164.528. An Individual's accounting request received by SHN shall be referred to Participant, with the necessary information, within ten (10) Business Days; the same period applies to

Participant's request for such information. This accounting obligation is not limited to a Designated Record Set. The Parties shall coordinate any earlier action necessary to meet an applicable legal deadline, and SHN shall perform direct responses where lawfully assigned. These assistance procedures do not replace or restrict entitled evidence access, consent, representation, correction or other Individual Rights under the Network Rules.

3.8 **Audit and Standard Transactions**. SHN shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by SHN on behalf of Participant, available to the Secretary of Health and Human Services, upon request, for purposes of determining and facilitating Participant's compliance with HIPAA. To the extent SHN conducts all or part of a transaction subject to 45 CFR Part 162 on Participant's behalf, SHN shall comply with all applicable requirements of that Part and require any agent or subcontractor conducting any part of that transaction on its behalf to comply with those requirements.

4. Participant's Obligations

4.1 **Notice of Privacy Practices.** Participant shall notify SHN of limitation(s) in its notice of privacy practices, to the extent such limitation affects SHN's permitted Uses or Disclosures.

4.2 **Individual Permission.** Participant shall notify SHN of changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent such changes affect SHN's permitted Uses or Disclosures.

4.3 **Restrictions.** Participant shall notify SHN of restriction(s) in the Use or Disclosure of PHI that Participant has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent such restriction affects SHN's permitted Uses or Disclosures.

5. Term and Termination

5.1 **Term.** This BAA begins on the Agreement's Effective Date and remains in effect during the Agreement, subject to Section 1, unless terminated under Section 5.2. Applicable protections and duties survive termination for PHI retained by SHN or its subcontractors under Section 5.3 for as long as that PHI is maintained. A temporary absence of PHI does not terminate this BAA while the Agreement remains in effect. A breach of this BAA is a breach of the Agreement.

5.2 **Termination.**

(a) By Participant for Curable Breach. Upon determination by Participant, in its reasonable discretion, of a material breach by SHN of this BAA, Participant may terminate this BAA and the Agreement upon thirty (30) days' prior written notice; provided, however, Participant shall not terminate if SHN cures the breach within such thirty (30) day notice period.

(b) **Immediate Termination for Material Breach.** Participant may immediately terminate the affected processing under this BAA and any associated Services, without opportunity to cure, if Participant determines in its reasonable discretion that SHN has violated a material term of this BAA and cure is not possible, or if the Secretary of Health and Human Services has determined that SHN has violated a material term of this BAA. Participant may terminate this BAA and the Agreement to the extent reasonably necessary to end the affected processing, comply with the HIPAA Rules or other applicable law, or where the affected processing cannot practicably be separated from the Agreement. Section 5.3 and all other protections applicable to retained PHI survive any such termination.

5.3 **Return or Destruction of PHI.** At termination of this BAA or the Agreement, to the extent feasible, SHN shall return or destroy all PHI SHN maintained on behalf of Participant in any form and shall retain no copies of PHI, except when maintaining or retaining a copy is Required By Law. Notwithstanding anything herein to the contrary, if SHN determines, in its reasonable discretion, the return or destruction of such PHI is not feasible, SHN shall extend the protections of this BAA to the remaining information and limit further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible. Return or destruction may be considered infeasible with respect to PHI maintained in routine backup, disaster-recovery, archival, or immutable logging systems to the extent the PHI cannot reasonably be isolated or deleted. The terms of this Section shall survive the termination or expiration of this BAA. Before deleting PHI subject to an applicable return or export requirement, SHN shall complete the required authorized return or export. SHN shall document and notify Participant of any legal-retention or infeasibility basis, the affected information and the applicable safeguards and deletion or reassessment arrangements. These duties extend to PHI held by SHN's subcontractors. Retained PHI shall not be restored to an active use beyond the permitted surviving purpose. Delivery of the termination export under Section 10.4 of the Agreement constitutes return of the PHI that export contains. Any copy SHN continues to hold after that delivery remains subject to this Section, including its limits on retention and on further Uses and Disclosures.

A Network record-retention period, including the Audit Log period, does not by itself establish that retaining PHI is Required By Law or that return or destruction is infeasible. The pre-activation retention requirements in Section 9.6 of the Agreement apply, including the common Hub Audit Log and Retention Specification and any identified jurisdictional profile. Neither that specification nor a service-specific retention record supplies missing legal authority or overrides this Section. The Agreement does not require an unauthorized PHI archive, and a privacy restriction does not authorize withholding other evidence that can lawfully be provided.

6. Qualified Service Organization Agreement Related to Certain Substance Use Disorder Information.

6.1 **Applicability.** This Section 6 shall apply only if Participant provides information to SHN that is subject to the requirements of 42 C.F.R. Part 2 ("Part 2 Data").

6.2 **SHN Requirements.** To the extent Participant provides Part 2 Data to SHN, SHN (a) acknowledges that in receiving, storing, processing, or otherwise dealing with Part 2 Data from Participant, it is fully bound by the requirements of 42 C.F.R. Part 2; and (b) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.

7. Interpretation.

Any ambiguity shall be resolved to permit compliance with the HIPAA Rules and, where applicable, 42 C.F.R. Part 2. This BAA does not independently authorize a disclosure of Part 2 Data or replace any consent, notice or other requirement applicable to the actual disclosure. The scope and precedence provisions of the Agreement preserve the Network Rules' information-use restrictions without overriding mandatory law.

SCHEDULE 2

Government Program Addendum

Version 1.0

1. Applicability

This Addendum applies only to functions SHN undertakes that are subject to government-program contracting requirements, including applicable Medicare Advantage requirements under 42 CFR 422.504(i) and Medicaid requirements under 42 CFR 438.230. A Participant's government-program involvement alone does not make all Network activity subject to this Addendum.

The Parties shall identify the applicable program, contract period and covered functions in the participation record or applicable Service Order. Participant shall provide any additional required program terms, identifying their authority and scope. Those terms and necessary operating arrangements shall be agreed before the affected work begins. This requirement does not delay initial participation or unrelated services. Unrelated upstream terms and subsequent Participant policies are not incorporated automatically; legally applicable duties remain effective regardless of the record.

2. Performance and Delegation

SHN shall perform the covered functions in compliance with applicable program laws, regulations, CMS instructions, Medicaid guidance and identified State-contract requirements. The participation record or Service Order shall identify delegated activities, reporting duties and performance requirements. Participant retains its required oversight and ultimate program responsibility and may monitor and evaluate performance, revoke delegation or require remedies for unsatisfactory performance as required by the program. The Parties shall cooperate in corrective action and transition while preserving required records, exports and access.

3. Government Audit and Access

For covered Medicare Advantage functions, SHN shall permit HHS, the Comptroller General and their designees to audit, evaluate and inspect the records and information relating to the applicable CMS contract, including relevant contracts, books, computer systems and medical records, and provide access required by 42 CFR 422.504(i).

For covered Medicaid functions, SHN shall permit the State, CMS, the HHS Inspector General, the Comptroller General and their designees to inspect and audit records, contracts, computer or electronic systems and other documentation, and relevant premises, facilities and equipment, concerning services, activities or amounts payable under the applicable contract, as required by 42 CFR 438.230. Required access includes access at any time when the applicable fraud-risk provision requires it.

Access shall be provided within the time and manner required by applicable law. Confidentiality, notice, coordination or dispute provisions shall not condition lawful government access on the other Party's consent or delay it. The Parties shall use lawful safeguards for information outside the authorized scope.

4. Retention and Continuity

SHN shall retain records of the covered functions for at least ten (10) years from the final date of the applicable contract period or completion of any audit, whichever is later, and longer where applicable law, an identified program requirement or a legal hold requires. The applicable processing or service

record shall identify the affected records, responsible custodian and retention triggers; for Hub records, those requirements shall be reflected in the common Retention Specification. This requirement does not extend to unrelated Network records or authorize Hub access to Message content. Where required records cannot lawfully be held by the Hub, an authorized custodian shall be arranged before the affected work begins. Required retention, government access and continuity duties survive termination or revocation of delegation.

5. Exclusion Screening and Downstream Duties

SHN shall screen persons and subcontractors performing covered functions against applicable federal and State exclusion or debarment sources before engagement and thereafter as the program requires, including monthly where required. SHN shall not use disqualified persons where prohibited and shall promptly notify Participant of a material disqualification affecting the work. SHN shall include required program obligations in downstream agreements, obtain any required approval for further delegation and remain responsible for its undertaken functions.

6. Relationship to the Agreement

This Addendum does not create fees or reduce Open Access, the Six Commitments or Individual Rights. The Agreement's liability, indemnification, insurance and dispute provisions remain unchanged except to the extent mandatory law requires otherwise. A participation record or Service Order identifying covered functions does not itself amend those provisions. Changes to this Addendum follow Section 13 and applicable governance requirements.