MASTER PLATFORM AGREEMENT

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT (AS DEFINED IN EXHIBIT A). UNLESS CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF THE SAME AVAILITY SOLUTION(S), THIS MASTER PLATFORM AGREEMENT ("**MPA**") GOVERNS. THIS AGREEMENT DOES NOT SUPERSEDE OR REPLACE ANY OTHER AGREEMENT IN PLACE BETWEEN CUSTOMER AND AVAILITY. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND ANY OTHER AGREEMENT IN PLACE BETWEEN CUSTOMER AND AVAILITY, THE TERMS OF THIS AGREEMENT WILL GOVERN WITH RESPECT TO THE SOLUTIONS PURCHASED HEREUNDER.

BY CLICKING, CHECKING A BOX, OR BY USING THE SOLUTION(S), CUSTOMER ASSENTS TO AND ACCEPTS THIS AGREEMENT, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN CUSTOMER AND AVAILITY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("**AVAILITY**"). IF CUSTOMER DOES NOT AGREE OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT OR IF THE INDIVIDUAL ACCEPTING THESE TERMS DOES NOT HAVE AUTHORITY TO BIND CUSTOMER, THEN CUSTOMER IS NOT AUTHORIZED TO ACCESS OR USE THE AVAILITY SOLUTION(S).

THESE TERMS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THIS AGREEMENT OR THE DATE ON WHICH CUSTOMER ACCESSES OR USES AN AVAILITY SOLUTION ("**EFFECTIVE DATE**").

1. **Definitions.** Capitalized terms used but not defined in the MPA have the meanings set forth in Exhibit A (Definitions).

2. **Solution(s).**

2.1 **Provision of Solution(s).** Availity will provide the Solution(s) to Customer as described in this MPA and any applicable Schedule(s), Order Form(s), and/or Pricing Page. Customer acknowledges that continuous updates, upgrades, enhancements, improvements, and modifications to the Solution(s) are necessary for the performance of the Solution(s). Customer directs Availity to process Customer Data to perform those activities in support of Customer's healthcare operations. Availity has and will retain sole control over the operation, provision, maintenance, and management of the Solution(s).

2.2 **Access and Use.** During the Term, Availity grants to Customer a non-exclusive, non-transferable right to access and use:

A) the applicable Solution(s), solely for use by Users in accordance with the terms and conditions of the Agreement, the Documentation, and all applicable laws during the term of the applicable Schedule; and

B) the Documentation solely for Customer's internal business purposes in connection with its use of the Solution(s). Customer is responsible for all access and use of the Solution(s) and Documentation by its Users.

2.3 **Restrictions on Access and Use.** The Solution(s) are intended for information management and do not have the ability to administer health benefits, diagnose disease, prescribe treatment, render care or payment decisions, or perform any task that constitutes the practice of medicine. Customer will ensure the Solution(s) are used by trained individuals. Customer will not, and will not let any User or Third Party:

A) access or use the Solution(s) beyond the scope of the express authorizations granted under the Agreement;

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B) access or use the Solution(s) in a manner or for any purpose that adversely affects the performance or function of the Solution(s), or interfere with the ability of other authorized parties to access the Solution(s);

C) access or use the Solution(s) in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Third Party, or that violates any applicable law;

D) provide service bureau or other similar services to Third Parties or non-Affiliates;

E) make any representations or warranties to any Third Party with respect to the Solution(s) that are inconsistent with the terms of the Agreement;

F) access or use the Solution(s) for purposes of competitive analysis, the development, provision, or use of a competing service or product; or,

G) input, upload, transmit, or otherwise provide to Availity any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code.

Any violation of this Section is a material breach of the Agreement and Availity may, at its sole discretion, immediately block such activity using technical measures, including suspending Customer's access and use of the Solution(s).

2.4 **Prohibition On Reverse-Engineering.** Customer will not, and will not allow any Third Party or Affiliate to, copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or attempt to derive the source code of any Solution, software, or security component used by Availity to provide the Solution(s). Customer will not copy or replicate any features, functions, or graphics of the Solution(s).

3. **Availity Affiliates.** Availity may exercise its rights and perform its obligations under this Agreement either directly or through one or more of its Affiliates. Except as set forth below, Availity is responsible for the acts and omissions of its Affiliates. Availity's Affiliates will be solely responsible for the performance of, and liabilities arising from, that Solution Schedule. Availity will have no responsibility or liability with respect to any Solution Schedule(s) entered into directly with an Availity Affiliate unless Availity is expressly identified as a contracting party.

4. **Third Party Solutions.** Availity may provide Third Party Solutions to Customer or may incorporate Third Party services as part of the Solution(s). Customer is authorized to access and use the Third Party Solutions as described in an applicable Schedule, and such use is subject to the terms of the Agreement and any applicable Third Party Terms. If any Third Party Terms conflict with the Agreement, the Third Party Terms control only with respect to the Third Party Solution to which they apply. Availity reserves the right to substitute or replace any Third Party Solution with similar functionality at any time, in its sole discretion.

5. **Third Party Integrations**. The availability and operation of the Solutions or certain portions of the Solutions may be dependent on Availity's ability to connect to, or the availability and operation of, a Third Party Integration. Customer's failure to provide access or permissions relating to any Third Party Integration may result in a suspension or interruption of the Solutions. Customer represents and warrants that it has all rights, licenses, permissions, and consents necessary to connect, use, and access any Third Party Integration that it integrates with the Solution.

6. **Suspension of Solution(s)**. Availity may, directly or indirectly, suspend or otherwise deny Customer's or any User's use of and access to all or any part of the Solution(s) immediately if:

A) an invoice for payment of undisputed fees is unpaid for 30 days;

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B) suspension is necessary to comply with applicable law, regulation, or order of any applicable governing authority;

C) suspension is necessary to protect the security or integrity of Availity's network;

D) Customer or a User takes any action that violates the rights granted under the Agreement; or,

E) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities related to the Solution(s).

7. **Changes**. Availity reserves the right, in its sole discretion, to make any changes to the Solution(s) and Documentation that it deems necessary or useful to comply with applicable law; or to maintain or enhance the Solution(s), provided that the changes will not materially diminish the functionality of the Solution(s).

8. **Payment and Expenses.**

8.1 **Fees.** Except with respect to a good faith dispute, Customer agrees to pay all fees set forth on the Pricing Page as charged by Availity for Customer's use of the Solution(s) in accordance with this Agreement.

8.2 **Payment.** Customer agrees to pay all fees set forth in the applicable Schedule(s), Order Form(s), and Pricing Page(s). Availity will issue invoices to Customer according to the terms of this Agreement and the applicable Schedule(s), Order Form(s), and Pricing Page(s). Customer will notify Availity of any good faith dispute in writing no later than the due date. Unless otherwise set forth in the applicable Schedule(s), Order Form(s), and Pricing Page(s), fees are due 30 days after the date of invoice.

8.3 **Late Payment.** If Customer does not pay undisputed fees by the due date, a late fee of 1.5% per month will apply to the unpaid balance from the due date until paid. Charging of interest is not a consent to late payment. Customer will be responsible for all collection costs incurred (including, but not limited to, attorney's fees) in any action taken by Availity to collect past due undisputed amounts. Availity's right to collect amounts due is not waived by a missing, delayed, or incorrect invoice.

8.4 **Expenses.** Except for fees, each Party will cover its own costs and expenses related to this Agreement, unless otherwise stated here, or agreed to in writing by the Parties.

8.5 **Taxes.** The fees for the Solution(s) do not include, and Customer is responsible for paying, any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use, or withholding taxes.

8.6 **Fee Increases.** Availity may modify the fees on the Pricing Page at any time in its sole and absolute discretion. Customer acknowledges and agrees that its continued use of the Solution(s) will constitute Customer's acceptance of any change in fees.

9. **Customer Obligations.**

9.1 **Communication and Cooperation**. Customer will cooperate with Availity in all matters relating to the Solution(s) and appoint a Customer employee to serve as the primary contact with respect to the Agreement, who has authority to act on behalf of Customer. Customer will respond promptly to any Availity request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Availity to provide the Solution(s).

9.2 **Customer Systems and Integration.** Customer retains sole control over the operation, maintenance, access, and management of Customer Systems, and is solely responsible for all access and use of the Solution(s) through Customer Systems. Customer will provide Availity with necessary access to Customer Systems for Availity to provide the Solution(s) under the Agreement. If the Solution(s) require integration with, or depend on, Customer Systems, Customer will designate a technical contact to assist Availity with any related issues.

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9.3 **Scraping Methods.** Customer will not, and will not let any User or Third Party, use Scraping Methods when accessing or using the Solution(s) for any purpose, unless expressly permitted by Availity. Any use of Scraping Methods is a material breach of the Agreement and Availity may, at its sole discretion, immediately block such activity using technical measures, including suspending the Solution(s).

9.4 **Prevention or Delay of Solution(s).** If Availity's ability to provide the Solution(s) is prevented or delayed resulting from any act or omission by Customer, Users, or Customer's agents, Subcontractors, consultants, or employees, Availity will not be considered in breach of the Agreement and will not be liable for any Losses incurred by Customer.

9.5 **Data Backup.** The Solution(s) do not replace the need for Customer to maintain regular data backup or redundant data archives. AVAILITY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

10. **Input Errors.** Customer is responsible for the accuracy and quality of any messages, information, Customer Data, or data provided by Customer or Users to Availity. Availity is not responsible for any errors in the Solution(s) caused by inaccurate messages, information, Customer Data, and data provided by Customer or Users. Upon receipt of notice from Availity, Customer will promptly delete any data or information erroneously routed, provided, delivered, or made available to Customer by Availity.

11. **Intellectual Property.**

11.1 **Availity Intellectual Property.** Except for the rights granted under the Agreement, Availity owns and reserves all other rights, title, and interest, including all Intellectual Property Rights, in and to all Availity IP. Availity will own all rights, title and interest, including all Intellectual Property Rights, in and to any improvements to the Solution(s) or any new programs, upgrades, modifications or enhancements developed by Availity in connection with rendering the Solution(s) to Customer, even when refinements and improvements result from Customer's request, unless expressly included in an Order Form for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Availity by virtue of the Agreement or otherwise, Customer transfers and assigns to Availity all rights, title, and interest which Customer may have to such refinements and improvements that resulted solely from Availity's efforts.

11.2 **Customer Data.** As between Customer and Availity, Customer retains all rights, title, and interest in and to Customer Data, including all Intellectual Property Rights, subject to the rights and permissions granted to Availity under this Agreement.

11.3 **Consent to Use Customer Data.** Customer grants Availity all rights in and to Customer Data necessary or useful to deliver the Solution(s) under the Agreement and authorizes and directs Availity to access and use such Customer Data for such purposes. All access and use of Customer Data will comply with the Agreement and applicable privacy and security regulations.

11.4 **Use of Customer Marks.** Customer grants Availity a worldwide, royalty-free, limited, non-exclusive license to use and display Customer's Marks in connection with this Agreement. Customer represents and warrants that it has the rights to grant Availity this license, and that Availity's use of Customer Marks will not infringe the rights of any Third Party.

12. **Applicable Law; BAA.** Each Party will comply with all applicable laws, rules, and regulations, including, without limitation, HIPAA. The Parties agree to comply with the BAA, which is incorporated into this MPA by reference.

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13. **Confidential Information.**

13.1 **Use and Disclosure.** Each Party will protect the other Party's Confidential Information using at least the same degree of care they would use to protect its own Confidential Information but at least use a reasonable degree of care to protect Confidential Information. The receiving Party will not use the disclosing Party's Confidential Information to compete with the disclosing Party, to solicit the disclosing Party's customers, or to reverse engineer, decompile, disassemble, or design around the disclosing Party's products or services. The receiving Party and its Representatives will not use the Confidential Information directly or indirectly, to solicit business or otherwise compete with the disclosing Party. The receiving Party is responsible for any breach of this Section by its Representatives. Except as permitted by the Agreement, neither Party may:

A) disclose the other Party's Confidential Information except to

(i) Representatives who have a need to know and are bound by confidentiality provisions at least as protective as those in this Agreement, or

(ii) if required by applicable law or court order, after giving prompt notice to the other Party and made a reasonable effort to obtain a protective order; nor

B) use the other Party's Confidential Information for any purpose other than to perform its obligation or exercise its rights under the Agreement,

13.2 **Return or Destruction of Confidential Information.** At any time after the Term of the MPA, each Party will, upon written request, promptly return or destroy the other Party's Confidential Information and will certify in writing to the other Party that it has done so. The receiving Party may retain Confidential Information:

A) as required by law, and

B) stored in any computer records or files that have been created by the receiving Party's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with the receiving Party's standard archiving and back-up procedures, but not for any other use or purpose, and provided that access to such information is limited to the receiving Party's archiving and backup administrators and remains subject to the Agreement while retained.

13.3 **Period of Confidentiality.** Each Party will comply with this Section during the term of this MPA and for five years after it terminates. With respect to Confidential Information that constitutes a trade secret under applicable law, each Party will continue to comply with this Section until Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.

14. **Security.**

14.1 **Availity Security.** Availity maintains and will comply with an information security program, including commercially reasonable administrative, physical, and technical safeguards, designed to protect the confidentiality, integrity, and availability of Customer Data and to prevent unauthorized access, use, or disclosure.

14.2 **Customer Access and Security.** Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely manage all user login credentials and prevent any unauthorized access to or use of the Solution(s); (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Solution(s); and, (iii) ensure the integrity and security of Availity's systems. Customer will not or will not attempt to bypass or breach any security device or protection features of the Solution(s).

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15. **Representations and Warranties.**

15.1 **Mutual Representations and Warranties**. Each Party represents and warrants to the other Party that:

A) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

B) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Agreement;

C) the execution of this MPA by its representative whose signature is at the end of this MPA has been duly authorized by all necessary corporate or organizational action of such Party;

D) when executed and delivered by both Parties, this MPA will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

E) it has not been excluded from participation in any federal healthcare programs.

15.2 **Customer Representations and Warranties.** Customer represents and warrants that it has and will maintain all rights, permissions, and legally required authorizations (including under HIPAA, where applicable) necessary to submit Customer Data to Availity and to authorize Availity and its Third Party Solution providers to use and disclose such Customer Data in providing the Solution(s). Such Customer Data, and Availity's authorized use of Customer Data, will not violate any applicable law or any Third Party rights, including Intellectual Property Rights.

15.3 **Warranty.** Availity represents and warrants that it will provide the Solution(s) and Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

15.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AVAILITY MAKES NO REPRESENTATIONS OR WARRANTIES, AND WILL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) TO CUSTOMER OR IT'S CUSTOMERS OR ANY OTHER USER WITH RESPECT TO ANY SOLUTION(S) PROVIDED UNDER THE AGREEMENT. AVAILITY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DESIGN, OPERATION, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, AVAILITY MAKES NO WARRANTY OF ANY KIND THAT THE SOLUTION(S) OR RESULTS OF USE OF THE SOLUTION(S), WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL SOLUTION(S), DATA, INFORMATION, SPECIFICATIONS, SOFTWARE, MATERIALS, DOCUMENTATION, AND DELIVERABLES ARE PROVIDED "AS IS." AVAILITY WILL NOT BE RESPONSIBLE FOR ANY DOWN TIME OR SUSPENSION OF CUSTOMER'S SYSTEM, ANY DEFECTIVE PROCESSING, OR FOR THE SECURITY OF DATA DURING TRANSMISSION THROUGH PUBLIC TELECOMMUNICATION LINES. ALL THIRD PARTY DATA, THIRD PARTY SOLUTION(S), AND THIRD PARTY MATERIALS PROVIDED BY AVAILITY ARE DELIVERED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND.

15.5 **Exclusive Remedy.** CUSTOMER'S ONLY REMEDY FOR AVAILITY'S BREACH OF ANY WARRANTY (INCLUDING ANY WARRANTIES IN ANY SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR REPERFORMANCE BY AVAILITY OF THE NONCONFORMING SOLUTION.

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16. **Indemnification**.

16.1 **Customer Indemnification.** Customer assumes the risk of and liability for, and indemnifies and agrees to hold harmless Availity, its Affiliates, and their respective Representatives from and against any Losses arising from any claim brought by a Third Party or any User, that directly or indirectly arise out of or relate to:

A) use of the Solution(s) in violation of the Agreement;

B) unauthorized access to or use of any Solution(s), whether permitted by Customer or a User, or gained through Customer's Systems, identity management errors, data mapping errors, or connectivity errors;

C) Customer's gross negligence or willful misconduct;

D) Customer's use of any Third Party Integrations in connection with or through the Solution(s).

E) corrupted, incomplete, or inaccurate Customer Data; and/or

F) any infringement claim regarding Customer Data, Customer Marks, or other materials provided by Customer.

16.2 **Indemnification Procedures.** A Party entitled to indemnification under this Section will:

A) promptly notify the indemnifying Party of the indemnifiable claim;

B) provide the indemnifying Party with all reasonably requested cooperation, information, and assistance regarding the indemnified claim; and

C) give the indemnifying Party sole authority to defend and settle the claim; however, the indemnified Party will not be bound by any settlement or compromise that the indemnifying Party enters into without the express prior consent of the indemnified Party, which will not be unreasonably withheld or delayed.

17. **Limitation of Liability.** IN NO EVENT WILL AVAILITY OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS OF EACH, BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT, USE OF THE SOLUTION(S), AND/OR CONTENT, AVAILITY'S SECURE WEBSITES, OR ANY OTHER HYPER-LINKED SITE, INCLUDING BUT NOT LIMITED TO THIRD PARTY WEBSITES UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION: LOST PROFITS; LOSS OF GOODWILL OR REPUTATION; LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY CUSTOMER DATA; BREACH OF DATA OR SYSTEM SECURITY; OR, COST OF REPLACEMENT GOODS OR SERVICES. WE SPECIFICALLY DISCLAIM ALL LIABILITY WITH RESPECT TO CUSTOMER'S AND ITS USERS' ACCESS AND USE OF ANY PHI AND ANY CLAIM BETWEEN CUSTOMER AND ANY PATIENT OR OTHER THIRD PARTY WITH RESPECT THERETO. SUCH LIMITATIONS WILL APPLY IN EACH CASE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AVAILITY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

IN NO EVENT WILL AVAILITY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS ON FEES PAID (AND AMOUNTS ACCRUED BUT NOT YET PAID) TO AVAILITY FOR THE APPLICABLE SOLUTION DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, FOR THE SOLUTION(S). SUCH LIMITATIONS WILL APPLY IN EACH CASE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AVAILITY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

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ANY CAUSE OF ACTION OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOLUTION(S) MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION FIRST ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. **Term.** This MPA is effective for so long as Customer is using the Solution(s) under an active Schedule. The term for individual Solution(s) will be defined in the respective Schedule(s) or Order Forms.

19. **Termination.**

19.1 **Termination on Notice.** Either Party may terminate this Agreement, effective on notice to the other Party, if the other Party:

A) materially breaches the Agreement relative to the applicable Schedule and does not cure such breach within 30 days after notice of the breach; or,

B) becomes insolvent; admits its inability to pay its debts as they become due; or becomes subject to any bankruptcy or insolvency proceeding that is not promptly dismissed; or, has a receiver or similar agent appointed over its assets.

19.2 **Automatic Expiration of MPA.** If there are no Schedules or Order Forms in effect under this MPA, this MPA will automatically expire without further action of either Party.

19.3 **Effect of Termination.** Termination of any part of the Agreement by either Party will not act as a waiver of any other breach of any other part of the Agreement and will not release either Party from any liability for such breach.

19.4 **Survival.** The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

20. **Discontinuation of Solutions.** Availity reserves the right, in its sole discretion, to discontinue, sunset, retire, replace, modify, or cease supporting any Solution, or any portion thereof, including any feature, functionality, transaction type, connectivity channel, API, integration, or service component, upon at least 90 days' prior written notice to Customer. Upon the effective date of such discontinuation, the applicable Solution will terminate and Customer will have no further obligation to pay fees for such Solution arising after the effective date of discontinuation. Availity will have no obligation to provide any replacement, substitute, successor, or alternative solution or service. Customer remains responsible for all fees and other amounts accrued or payable with respect to the discontinued Solution through its effective date of discontinuation.

21. **Force Majeure.** During a Force Majeure Event, the affected Party will use commercially reasonable efforts to notify the other Party of the occurrence of the Force Majeure Event, its effect on performance, and the estimated duration. A Party's failure to perform (other than payment obligations) will not create liability or be considered a material breach of the Agreement for the duration of the Force Majeure Event.

22. **Publicity.** The Parties may publicly announce the existence of the Agreement and the general nature of their relationship. Availity may also use Customer's Marks in its marketing materials, website, and other public communications to identify Customer as a customer of Availity. Neither Party may disclose financial terms or specific activities performed under the Agreement without written consent of the other Party.

23. **Notice.** All notices required by the Agreement and other formal communications must be in writing and will be deemed to have been received when delivered by email (i) to Customer at the email address used to register Customer's organization and (ii) to Availity at **LegalNotice@Availity.com,** read receipt requested. The Parties agree that each Party will notify the other Party in writing in the event of a change of address for notices.

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24. **Dispute Resolution**.

24.1 **Good Faith Efforts.** The Parties agree that they will make a good faith attempt to resolve any dispute arising under this Agreement before instituting legal action. Such good faith attempt will include, but not be limited to, elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party. No later than 30 days after a dispute arises, either Party will give to the other Party notice of the dispute in writing (email acceptable) to management level personnel. The notice will contain: (i) a detailed description of the dispute and all relevant underlying facts, and (ii) a detailed description of the amount(s) in dispute, if applicable, and how it was calculated. Management personnel of the receiving Party will have 30 days after the date of the notice to provide a written response. If after 30 days from the response management personnel are unable to resolve the dispute, it will be elevated to a vice president level executive (or equivalent) for each Party. The vice president level executives (or equivalent) of each Party will have 60 days to attempt to resolve the dispute and if unable to resolve, either Party will be free to pursue any claim in accordance with this Section.

24.2 **Binding Arbitration.** Except for claims seeking injunctive or other equitable relief relating to confidentiality obligations or the unauthorized use of a Party's systems, all disputes, claims, interpretation, performance, breach, termination, enforcement, validity, enforceability, or controversies arising out of or relating to this Agreement, the Solution(s), or the relationship of the Parties, including any alleged inducement, fraud, misrepresentation, omission, statutory violation, tort, or other legal or equitable theory related thereto (collectively, "**Disputes**") will be resolved exclusively and finally by binding arbitration administered by a mutually agreed upon single arbitrator. If the Parties are unable to agree on a single arbitrator, each Party will appoint one arbitrator solely for the purpose of selecting a neutral arbitrator. Upon selection, the neutral arbitrator will serve as the sole arbitrator, and the party-appointed arbitrators will have no further role in the proceeding. The arbitrator must have substantial experience in commercial healthcare transactions and dispute resolution. All Disputes will be decided exclusively by binding arbitration in Jacksonville, Florida administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules then in effect.

Each Party agrees that any arbitration will be conducted solely on an individual basis. Neither Party may bring, assert, or participate in any class action, collective action, representative action, mass arbitration, private attorney general action, or other proceeding in which claims or disputes of multiple persons or entities are asserted or adjudicated together. The Parties expressly waive any right to have any Dispute heard or arbitrated on a class, collective, representative, consolidated, coordinated, or mass basis. The arbitrator will have no authority to conduct, certify, hear, or award relief in any class, collective, representative, consolidated, coordinated, or mass arbitration or proceeding.

Each Party will bear its own costs and expenses relating to the procedures in this Section, including any arbitration proceedings. The arbitrator will have the exclusive authority to award and/or determine any remedies available at law or in equity concerning all issues, including the arbitrability of this Agreement or any Dispute, on an individual basis. The arbitrator may award any remedy or relief that a court of competent jurisdiction could award under applicable law or in equity, including injunctive relief, declaratory relief, specific performance, damages, attorneys' fees, costs, and expenses where authorized by this Agreement or applicable law. The arbitrator will have no power to (i) award damages in excess of the amount or other than the types allowed under this Agreement; or (ii) alter any of the provisions of this Agreement. The arbitrator will issue a written, reasoned award. The award will be final and binding upon the Parties. Any proceedings and actions taken under this Section will remain confidential, including all pleadings, discovery, testimony, evidence, orders, and awards. This Section

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will survive the expiration, termination, rescission, or invalidity of this Agreement and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16, to the fullest extent permitted by applicable law.

24.3 **Failure of Arbitration Provision.** If any portion of this arbitration agreement is determined by a court of competent jurisdiction to be invalid, unenforceable, or incapable of being enforced with respect to a particular Dispute, the remaining provisions will remain in full force and effect to the maximum extent permitted by law; provided, however, that if the waiver of class, collective, representative, coordinated, or mass proceedings is held unenforceable, then such claims will not proceed in arbitration and may proceed only in the state or federal courts located in Duval County, Florida, and each party irrevocably submits to the personal jurisdiction and venue of those courts.

24.4 **WAIVER OF TRIAL BY JURY**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE THAT IS NOT SUBJECT TO ARBITRATION, INCLUDING ANY ACTION TO COMPEL ARBITRATION, SEEK PROVISIONAL RELIEF, OR CONFIRM, MODIFY, VACATE, OR ENFORCE AN ARBITRATION AWARD.

25. **Independent Contractors.** The Parties are independent contractors and nothing in the Agreement will be construed or deemed to create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party will have the power or authority to bind the other or incur obligations on the other Party's behalf.

26. **Subcontracts**. Availity may subcontract its obligations under the Agreement. Availity is responsible for the actions of its Subcontractors.

27. **Non-Exclusive.** The Parties agree that the Agreement is non-exclusive and that either Party is free during and after the Term of the Agreement to enter into similar agreements with other parties, unless otherwise explicitly stated in the Agreement.

28. **Amendment.** Except for updates to the Pricing Page, Documentation, or other online and written materials that Availity is permitted to update under this Agreement, the Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties.

29. **Waiver.** A waiver of any condition or obligation under the Agreement is only valid if it is in writing and signed by the Party giving the waiver. A waiver by either Party will not be construed to be a waiver of any succeeding condition or nonperformance. Not using or delaying the use of any rights under the Agreement will not be construed as a waiver of those rights.

30. **Assignment.** Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Availity. Any attempted assignment by Customer without Availity's written consent will be void. The Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. In the event of any acquisition (including both acquisitions of Customer by a Third Party and acquisitions of a Third Party by Customer), merger, consolidation, change of corporate name, or change of control, Customer will notify Availity in writing within 30 days of such event.

31. **Governing Law; Venue.** The Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provision. The Parties irrevocably agree that any action, suit, or proceeding arising out of or relating to this Agreement that is not required to be resolved through arbitration will be brought exclusively in the state courts located in Duval County, Florida, or, if federal jurisdiction exists, in the United States District Court for the Middle District of Florida, Jacksonville Division. Each Party irrevocably submits to the exclusive jurisdiction of such courts and waives

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any objection based on improper venue, lack of personal jurisdiction, or forum non conveniens. Notwithstanding the foregoing, the arbitration provisions of this Agreement will be governed by the Federal Arbitration Act to the fullest extent permitted by applicable law.

32. **No Third Party Beneficiaries**. The Agreement is solely for the benefit of Availity and Customer, and no other person will have any right to enforce any provision of the Agreement, even if indirectly benefited by it. Nothing in the Agreement will be construed as creating third party beneficiary rights.
33. **Severability.** If any court having jurisdiction finds part of the Agreement unenforceable, the remainder of the Agreement will be unaffected.
34. **Entire Agreement.** The Agreement contains all of the terms agreed upon by the Parties and supersedes any other communications or agreements related to the subject matter of the Agreement; however, the Agreement will not supersede the terms of an OAA executed by Customer with respect to Customer's use of Availity Essentials unless expressly stated in the Agreement.
35. **Order of Precedence.** In the event of any conflict between the terms of the Agreement and any other document incorporated by reference herein, the following order of precedence will prevail (with the first document taking the highest precedence over the other documents): (1) the applicable Order Form or Pricing Page; (2) the applicable Schedule; (3) the BAA; (4) the applicable Exhibit to this MPA; (5) this MPA.

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EXHIBIT A TO THE MASTER PLATFORM AGREEMENT

DEFINITIONS

1. "**Affiliate**" means, with respect to a Party, an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term "**control**" means the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract, or otherwise.
2. "**Agreement**" means collectively, this MPA, including all terms and conditions, attached exhibits, documents incorporated by reference, and each Schedule, Order Form, the Pricing Page, amendment, or other addendum that references this MPA and is executed by the Parties.
3. "**API"** or "**APIs"** means application programming interface(s).
4. "**Availity Essentials**" means Availity's real-time platform that facilitates electronic communication and information exchange via Availity's secure websites.
5. **"Availity IP"** means the Solution(s), Documentation, Usage Data, any patent, copyright, trademark, trade secret, database protection, API, know-how, proprietary information, algorithms, methods, processes, business logic, technical designs, specifications, workflows, data models, schemas, outputs, insights, reports, work product generated in connection with a Solution(s), or other intellectual property in which Availity has Intellectual Property Rights.
6. "**BAA**" means the Business Associate Agreement agreed to by the Parties attached to the OAA.
7. "**Confidential Information**" means non-public information of the disclosing Party, in any form, that is (a) marked confidential, (b) identified as confidential when disclosed, or (c) reasonably understood to be confidential given its nature and the circumstances of disclosure. Confidential Information does not include information that: (i) was known to receiving Party without restriction before receipt; (ii) is publicly available through no fault of the receiving Party; (iii) is rightfully received by the receiving Party from a third party without a duty of confidentiality; or (iv) is independently developed by the receiving Party, as established by documentary evidence.
8. "**Customer**" means you or the entity or organization you represent that is entering into this Agreement with Availity.
9. "**Customer Data**" means information and data, including PHI, that is either collected or received from Customer or a User by or through the Solution(s). Customer Data does not include Usage Data.
10. "**Customer Marks**" means the trademarks, service marks, logos, trade names and other indicia of origin of Customer.
11. "**Customer Systems**" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems, and networks, whether operated directly by Customer or through a Third Party.
12. "**Documentation**" means any non-marketing materials, in any format, that Availity provides or makes available to Customer, which describe the technical functionality, components, features, or requirements of the Solution(s) - including implementation, configuration, integration, operation, use, support, or maintenance of the Solution(s), which may be updated from time to time.
13. "**Force Majeure Event**" means, any natural or man-made event or circumstance, whether or not foreseeable, that is beyond the reasonable control of a Party, including but not limited to acts of God, acts of war, terrorism, riots, embargoes, acts of government, acts of civil or military authorities, denial of or

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delays in processing of export license applications, cyber-attack, ransomware, widespread denial of service attack, data breach, system compromise, power grid failure, other large-scale operational disruption, fire, floods, earthquakes, or strikes and materially affects a Party's ability to perform under the Agreement.

14. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
15. "**Infringement Claim"** means all Third Party claims, demands, and actions alleging that Customer's use of the Solution(s) in accordance with the Agreement infringe on such Third Party's Intellectual Property Rights.
16. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, API, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
17. "**Losses**" means any liabilities, damages, expenses, actions, judgments, settlements, penalties, fines, costs, expenses of any kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under the Agreement.
18. "**Order Form**" means an ordering document or statement of work executed by the Parties that specifies the Solution(s) or Professional Services purchased by Customer under this Agreement, including any addenda and supplements.
19. "**Organization Access Agreement**" or "**OAA**" means the agreement that may be accepted and agreed to by Customer upon registration for Availity Essentials, which governs Customer's use of Availity Essentials.
20. "**Parties**" will refer collectively to Availity and Customer.
21. "**Party**" will refer individually to Availity or Customer.
22. **"Pricing Page"** means the web page(s) where Availity publishes its list prices for the Solution(s).
23. "**Product**" means any software, equipment, content, or other product that Availity provides to Customer.
24. "**Professional Services**" means any custom, consulting, programming, education, engineering, training or other professional services that Availity provides to Customer subject to a separate agreement.
25. "**Protected Health Information**" or "**PHI**" will have the meaning set forth in the BAA.
26. "**Representative"** or **"Representatives"** means, with respect to a Party, its Affiliates, employees, directors, officers, professional advisors (e.g., attorneys, accountants).
27. "**Schedule**" or "**Solution Schedule**" means a schedule executed by the Parties that specifies the Solution(s), and the additional terms and conditions applicable to such Solution(s), provided by Availity under this Agreement.
28. "**Scraping Methods**" means bots, technologies, or methods (e.g., robotic process automation) commonly referred to as "screen scraping," "data scraping," "web scraping," "web emulation," or "web bots."
29. "**Solution**" means any Product, remotely hosted service, or other service provided to Customer, and includes any and all updates, upgrades, enhancements, improvements, and modifications to any Product, remotely hosted service, or other service (including, but not limited to, any additional or new Products or services) provided under this Agreement. Professional Services are not included in the definition of Solution.

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30. "**Subcontractor**" means a Third Party who provides services at the direction of that Party.
31. "**Term"** means the period during which the MPA is in effect.
32. "**Third Party**" means an individual or entity other than Availity, Customer, or their respective Affiliates.
33. "**Third Party Solution**" means any Solution or component of a Solution that is owned or provided by a Third Party and is made available to Customer by Availity.
34. "**Third Party Integration**" means any software, application, platform, service, interface, agent, tool, model, connector, system, or technology that is not provided by Availity and that Customer or its Users elect to connect to, access, use with, or enable interoperability with the Solution(s). Third Party Integrations include, without limitation, APIs, robotic process automation tools, middleware, workflow automation tools, artificial intelligence systems, machine learning models, large language models, virtual assistants, agents, bots, and other Third Party technologies used to access, interact with, retrieve, submit, process, analyze, display, transmit, or otherwise utilize the Solution(s) or Customer Data.
35. "**Third Party Terms**" means those terms and conditions that apply to a Third Party Solution.
36. "**Usage Data**" means information or data, or other content related to Customer's or Users' use of the Solution(s) or derived from Availity's monitoring of Customer's or Users' access to or use of the Solution(s), and performance information related to the provision and operation of the Solution(s). Usage Data does not include Customer Data or Customer's Confidential Information.
37. "**User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solution(s) under the rights granted to Customer pursuant to the Agreement.

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