

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT, together with the Exhibits and Attachments entered into between the Parties (collectively, the “Agreement”) is made by and between the participant entity executing this Agreement via electronic acceptance or signature, as applicable, (“Participant”) and USQHIN LLC, a Delaware limited liability company (“HIN” or “USQHIN”), (hereinafter each of which are referred to individually as “Party” and collectively as “Parties”) and shall be effective as of the date Participant executes the Agreement (“Effective Date”). As used herein, lettered Exhibits made part of this Agreement are legally required for the intended use, and numbered Exhibits are functionally required.

Either Participant or HIN may extend this Agreement to its Affiliates with prior written Notice to the other Party, subject to the Affiliate(s) agreeing to abide by the terms and conditions of this Agreement; such Affiliate(s) thereafter being deemed a Party to this Agreement. As used herein, “**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with such entity. For the purpose of this definition, “control” and its correlates mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of said entity, whether through ownership of voting securities, by contract or otherwise. Notwithstanding a Party’s extension of this Agreement to one or more of its Affiliates, that Party shall remain solely liable for its Affiliates’ compliance with the terms and conditions of this Agreement.

For the avoidance of doubt, VPBC’s Affiliates include, Interoperability Institute LLC (“IOI”), Velatura Services LLC, Velatura HIE Corporation (“VHIEC”), Velatura Public Benefit Corporation (“VPBC”), and Georgia Regional Academic Community Health Information Exchange (“GRACHIE”).

RECITALS:

WHEREAS, the Parties are US federal, state, or local government entities, tribal nations, HIPAA Covered Entities, FERPA educational agencies or institutions, GLBA financial services businesses, other nonprofit community organizations or are organizations that oversee and conduct electronic exchanges of health information and Data among groups of persons or organizations have the technical ability to electronically send and receive health information on their own behalf or on behalf of their Participant Members, and have the organizational infrastructure and legal authority to comply with the obligations in this Agreement and to require their Participant Members to comply with the applicable requirements in this Agreement; and

WHEREAS, the Parties desire to engage in activities in connection with submitting, viewing, accessing, using, disclosing and exchanging, and retrieving Individual Data for at least one or more purposes of providing Treatment, Payment, Health care operations, public health, research, financial transactions, procurement, the determination of eligibility for government or other benefits, social services coordination including information and referral and program enrollment assistance or other activities performed for or on behalf of an Individual or Participant in various locations, subject to each Party’s technical capabilities and infrastructure, and as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto mutually agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined are defined here: <https://interop4all.com/>

a. **Other Defined Terms.** All definitions contained in the Business Associate Agreement, Exhibit A, Attachment 1, are incorporated herein by this reference. In addition, other capitalized terms defined within this Agreement shall have the meanings assigned to such terms when used throughout this Agreement.

2. **Transaction of Message Content.**

2.1 **Transacting.** By entering into this Agreement, the Parties intend to work cooperatively to allow each Party to exchange the Message Content with each other as set forth herein. The Parties shall use Message Content only as permitted by Applicable Law and in accordance with the relevant Access Policies and as set forth in the Exhibits attached hereto (“Permitted Purposes”). The Parties acknowledge and agree that the submission and receipt of Message Content through the Interface shall be for Permitted Purposes only. The Parties will send Message Content only to Participant Members and once Message Content is received by the Participant, such Participant shall use and disclose such Message Content only in accordance with Applicable Law. The Parties may execute additional Exhibits to Transact different Message Content or to Transact current Message Content for additional Permitted Purposes as further set forth in each Exhibit.

2.2 **Patient Consent.** Participant is responsible for obtaining or requiring that its Participant Members obtain any authorization or consent from any Individual whose Data it Transacts through the Interface unless otherwise agreed by the Parties.

2.3 **Grant of Right to Use.** HIN grants to Participant a nonexclusive, nontransferable, non-assignable, non-sublicensable, and limited right to have access to and use the Interface during the Term on the terms and conditions of this Agreement.

2.4 **Additional Restrictions.** Participant acknowledges and agrees that the Interface constitutes the trade secrets and Confidential Information of HIN and/or its licensors, if any. Participant shall not permit any person under the control of Participant other than its End Users and Participant Members to use the Interface. Participant shall not, nor shall it permit any End User or Participant Member or third party, over which it exercises control, to duplicate, modify, adapt, translate, reverse engineer, decompile, disassemble, or create a derivative work based on the Interface. The Interface shall not be copied or incorporated into any other computer program, hardware, firmware or product, except as specifically provided for under this Agreement. Participant shall not obtain any rights to the Interface except the limited rights to use the Interface as expressly granted in this Agreement. In no event will either Party use Message Content to competitively disadvantage any other participant, Participant Member, or Participant Member End User. Participant will not knowingly transmit illegal, threatening, or harassing Messages, or otherwise unlawful material via the HIN.

2.5 **Minimum System Requirements.** Participant shall be responsible for procuring and maintaining, at its own expense, all equipment, software, services and testing necessary to effectively and reliably access the Interface.

2.6 **Data Modification.** If Participant copies and incorporates Message Content into Participant's own System ("**Copied Data**"), Participant acknowledges that any corrections or modifications will not automatically be made to the Copied Data and that for such corrections or modifications to appear in the Copied Data, Participant will have to re-copy and incorporate updated Message Content from the HIN.

3. **System Access Policies.**

3.1 **Autonomy Principle.** Each Party has adopted its own Access Policies. Each Party acknowledges that Access Policies will differ among them as a result of differing Applicable Law and business practices. Each Party shall be responsible for determining whether and how to Transact Message Content based on the application of its Access Policies to the information contained in the Message. The Parties agree that each Party shall comply with the Applicable Law, this Agreement, and other specifications mutually agreed to in writing by Participant Members in Transacting Message Content. In addition, the Parties acknowledge and agree that even if the Transaction of Message Content is limited to a Permitted Purpose, each Party may block access to Message Content about certain patients or from certain sources in their respective Systems but only in accordance with its Access Policies or Applicable Law, including the information blocking rule at 45 CFR Parts 170 and 171. Each Party agrees that the other Party may be prohibited from submitting Message Content about certain Individuals and a Party may be prohibited from acknowledging whether it (or any of its Participant Members, as applicable) maintains records for certain Individuals in accordance with Applicable Law.

3.2 **Information Blocking.** Notwithstanding Section 3.1, neither Party shall unfairly or unreasonably limit access, exchange or interoperability with the other Party or engage in any health information blocking in violation of the 21st Century Cures Act or its implementing regulations. This includes the use of burdensome testing requirements that are applied in a discriminatory manner or other means that limit the ability of either Party to send or receive Message Content to the other Party, Participant Members, Participant Member Users, Individuals, or groups of them, whether it is a competitor, whether it is affiliated with or has a contractual relationship with any other entity, or whether it has or fails to have any other characteristic; provided, however, that limitations, load balancing of network traffic or other activities, protocols or rules shall not be deemed discriminatory to the extent that they either: (a) benefit patients by prioritizing Treatment over other activities; (b) are based on a reasonable and good faith belief that the other entity or group has not satisfied or will not be able to satisfy the mandatory minimum obligations stated in this Agreement (including compliance with Applicable Law) in any material respect; or (c) or are otherwise required by Applicable Law, necessary to enable compliance with Applicable Law, or specified by the Secretary of Health and Human Services.

3.3 **Auditing.** Participant represents that, through its agents, employees, and independent contractors, it has the ability to monitor and audit all access to and use of its System related to this Agreement, for system administration, security, and other legitimate purposes. Each

Party shall maintain a record of each Transaction that occurs through the Interface and the resulting Transaction, if any, between such Party and its Participant Members.

3.4 **Identification and Authentication of End Users and Participant Members.** To the extent necessary to comply with its obligations hereunder, each Party shall employ a process by which the Party, or its designee, validates sufficient information to uniquely identify and verify each End User and/or Participant Member and the Participant Member's End Users prior to issuing Digital Credentials that would grant the Participant Member, End User, and the Participant Member End User the ability to Transact Message Content hereunder.

3.5 **Malicious Software.** Each Party shall ensure that it employs security controls that meet applicable industry or federal standards so as to limit the chances that a Message Transacted through the Interface will introduce any virus, worm, unauthorized cookie, Trojan, malicious software, "malware," or any other program, routine, subroutine, or data designed to disrupt the proper operation of a Party's System or any part thereof.

4. **Specific Duties Related to Messages.** A Party submitting a Message shall be responsible for submitting each Message in compliance with Applicable Law and this Agreement. Each Party acknowledges that there could be errors or mismatches when matching patient identities between disparate data sources, and each Party agrees to immediately provide the other Party with Notice if it becomes aware of such an error in the other Party's patient matching activities.

5. **Services & Payment.**

5.1 **Statement(s) of Work.** Services provided by either HIN or Participant shall be documented in a signed statement of work in a form supplied by HIN (the "SOW"). SOWs are related to defined Exhibits and/or Attachments to this Agreement.

5.2 **Conflicting Terms.** Each SOW shall be a part of and be governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any SOW, the terms of the SOW shall control, provided, however, that an amendment to any term of these terms and conditions shall not be effective unless otherwise expressly provided in such SOW that a contrary provision is necessary due to applicable legal or regulatory requirements, or states with specificity which section(s) of this Agreement the contrary provision is intended to supersede.

5.3 **Fees.** Any and all fees and Payments shall be set forth through a separately negotiated SOW. The Party performing services under a SOW shall invoice the other Party in accordance with the terms set forth in the applicable SOW. All undisputed invoices are due within thirty (30) Days of receiving the invoice. Any Payment due under this Agreement not received within fifteen (15) Days of the due date shall be subject to a late Payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less. All amounts under this Agreement are due in U.S. currency. All fees paid by a Party under a SOW are nonrefundable, except as otherwise expressly provided in this Agreement.

5.4 **Taxes.** All fees and other amounts stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges. The Party receiving the services under the Statement of Work will be responsible for Payment of all taxes and any related interest and/or penalties resulting from any Payments made hereunder that are applicable to that

Party, other than any taxes based on the performing Party's net income, revenues, personnel, or corporate characteristics.

6. **Privacy and Security.** Each Party shall maintain appropriate physical, administrative, and technical safeguards designed to prevent the unauthorized access, use, disclosure, or interference of Message Content. If a Party Transacts Message Content it is not authorized to Transact it shall notify the other Party without undue delay, but in no event later than five Days after discovery, delete such Message Content, and require its Participant Members to do so.

7. **Representations.** Each Party hereby represents the following:

7.1 **Party Information.** Except to the extent prohibited by Applicable Law, each Party has provided, and shall continue to provide the other Party with accurate policies and other information about the Party's Systems reasonably requested to discharge its duties under this Agreement or Applicable Law. Each Party shall provide Notice to the other Party if it becomes aware that any information provided by the Party has materially changed. Each Party acknowledges that the other Party reserves the right to confirm or otherwise verify or check, in its sole discretion, the completeness and accuracy of any policy or system information provided by a Party at any time, and each Party will reasonably cooperate with the other Party in such actions, given reasonable prior written Notice.

7.2 **Compliance with this Agreement.** Except to the extent prohibited by Applicable Law, each Party shall comply fully with all provisions of this Agreement. To the extent that a Party delegates its duties under this Agreement to a third party (by contract or otherwise) and such third party will have access to Message Content, that delegation shall be in writing and require the third party to comply with terms substantially similar and consistent with the terms of this Agreement.

7.3 **Agreements with Participant Members.** If a Party is sending Message Content to a Participant Member, each Party represents it has a valid, currently in effect, and enforceable Participant Member Agreements with each of its Participant Members that require the Participant Member (and accordingly ensure corresponding obligations between Participant Members and Participant Member End Users) to, at a minimum: (i) comply with Applicable Law and to Transact Message Content only for the Permitted Purposes; (ii) as soon as reasonably practicable after determining that a Breach occurred, to report such Breach to the relevant Party, and (iii) refrain from disclosing to any other person any passwords or other security measures issued to the Participant Members or Participant Member End Users by the Party. Each Party will take appropriate contractual or administrative action (such as suspending or terminating access) with respect to a Participant Member or Participant Member End User whose act or omission jeopardizes or threatens the availability or integrity of the Interface or the privacy or security of Message Content.

7.4 **Representation of Authority to Transact Message Content.** Each Party represents that it has sufficient authority to Transact Message Content, as is set forth in this Agreement.

7.5 **Compliance with Laws.** Each Party shall, at all times, fully comply with all Applicable Laws relating to this Agreement.

7.6 THE INTERFACE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND AND HIN HEREBY DISCLAIMS ALL WARRANTIES EXPRESS AND IMPLIED WITH REGARD TO THE INTERFACE. WITHOUT LIMITING THE FOREGOING, HIN DISCLAIMS ANY WARRANTY THAT THE INTERFACE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HIN OR ELSEWHERE WILL CREATE ANY WARRANTY.

8. **Confidential Information.**

8.1 Each Receiving Party shall hold all Confidential Information in confidence and agrees that it shall not, during the Term or after the termination of this Agreement, disclose to any person or entity, nor use for its own business or benefit, any Confidential Information obtained by it in connection with this Agreement, unless such use or disclosure is permitted by the terms of this Agreement or required by law.

8.2 Confidential Information may be disclosed as required by operation of law; the Receiving Party agrees to use its best efforts to immediately notify the Discloser of the existence, terms and circumstances surrounding such operation of law to allow the Discloser to exercise its rights to object to such disclosure.

9. **Disclaimers.**

9.1 **Reliance on a System.** Each Party acknowledges and agrees that: (i) the Message Content provided by, or through, its System is drawn from numerous sources, and (ii) it can only confirm that, at the time Message Content is Transacted, the information and Message Content Transacted are an accurate representation of Data contained in, or available through its System. Nothing in this Agreement shall be deemed to impose responsibility or liability on a Party related to the clinical accuracy, content or completeness of any Message Content provided pursuant to this Agreement. Each Party acknowledges that neither it nor its Participant Members may rely upon the availability of Message Content from the other Party.

9.2 **Incomplete Medical Record.** Each Party acknowledges that the Message Content Transacted by the Parties does not include an Individual’s full and complete medical record or history and should not be relied upon or used as if the full and complete medical record or history has been Transacted.

9.3 **Patient Care.** Message Content obtained through a Message is not a substitute for any End User or Participant Member End User, if that person/entity is a Health Care Provider, obtaining whatever information he/she/it deems necessary, in his/her professional judgment, for the proper Treatment of a patient. The End User or Participant Member End User, if he/she/it is a Health Care Provider, will be responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for his/her/its respective patients and Individuals resulting from, or in any way related to, the Message Content made available

pursuant to this Agreement. Neither of the Parties, by virtue of executing this Agreement, assume any role in the care of any patient.

10. **Liability.**

10.1 **Party Liability.** As between the Parties, each Party shall be responsible for its own and its Affiliates acts and omissions and not for the acts or omissions of the other Party, their Affiliates or the other Party's Participant Members. This section shall not be construed as a hold harmless or indemnification provision.

10.2 **Effect of Agreement.** Nothing in this Agreement shall be construed to restrict a Party's right to pursue all remedies available under law for damages or other relief arising from acts or omissions of the other Party, their Affiliates or the other Party's Participant Members related to this Agreement, or to limit any rights, immunities, or defenses to which a Party, their Affiliates or Participant Member may be entitled under Applicable Law.

11. **Term, Suspension and Termination.**

11.1 **Term.** The initial Term of this Agreement shall be for a period of three years commencing on the Effective Date. Upon the expiration of the initial Term, this Agreement shall automatically renew for successive one-year terms unless terminated pursuant to this Section 11 (the "Term").

11.2 **Unilateral Termination.** Except for those rights, obligations and duties that expressly survive termination, a Party may terminate this Agreement with or without cause on at least ninety (90) Days prior written Notice to the other Party.

11.3 **Termination upon Material Breach.** Notwithstanding anything to the contrary in this Agreement, upon gaining knowledge of a material breach of this Agreement, the non-breaching Party may, but need not, in its sole discretion: (i) if the breach cannot be cured, terminate this Agreement upon thirty (30) Days written Notice to the breaching party; or (ii) if the breach can be cured, provide at least ten (10) Days written Notice of the breach to the breaching party and the opportunity to cure the same within the ten (10) day period. If the breach is not cured within the ten (10) day period set forth above, the non-breaching Party may terminate this Agreement at the end of such ten (10) day period.

11.4 **Suspension.**

a. A Party may voluntarily suspend its Transaction of Message Content, if such Transaction will not comply with Applicable Law or the privacy or security of the Message Content is at risk or thought to be at risk, by informing the other Party of its voluntary suspension. Once a Party has properly informed the other Party of its voluntary suspension, the Party shall not Transact Message Content until the voluntary suspension has ended and the Party has informed the other Party that the suspension has ended. During the period of the voluntary suspension, the Party's inability to Transact Message Content and comply with those terms of this Agreement that require Transaction of Message Content shall not be deemed a breach of this Agreement. Any voluntary suspension shall be for no longer than ten (10) consecutive Days or for more than forty

(40) Days during any twelve (12) month period, unless a longer period is agreed to in writing by the other Party.

b. In the event of a Breach, successful Security Incident (as defined at 45 C.F.R. § 164.304), or a breach of this Agreement which results in a substantial likelihood that a Party's acts or omissions create an immediate threat or will cause irreparable harm to the other Party, an End User, the other Party's Participant Members or Participant Member End Users, or an Individual (each, a "Security Concern"), the other Party may suspend its Transaction of Messages to the breaching Party, until the Security Concern is resolved. If the Party cannot reach agreement with the breaching Party on a resolution, this Agreement may be terminated by the non-breaching Party.

12. **Cooperation.** Each Party understands and acknowledges that numerous activities with respect to this Agreement will likely involve the other Party's End Users, employees, agents, and third-party contractors, vendors, or consultants. To the extent not legally prohibited, each Party shall: (a) cooperate fully with the other Party, and any such third parties with respect to such activities as they relate to this Agreement; (b) provide such information to the other Party, or such third parties as they may reasonably request for purposes of performing activities related to this Agreement; (c) devote such time as may reasonably be requested by the other Party to review information, meet with, respond to, and advise the other Party with respect to activities as they relate to this Agreement; and (d) subject to a Party's right to restrict or condition its cooperation or disclosure of information in the interest of preserving privileges in any foreseeable Dispute or litigation or protecting a Party's Confidential Information, provide information and assistance to the other Party in the investigation of Breaches and Disputes. In no case shall a Party be required to disclose Message Content in violation of Applicable Law.

13. **Notices.** All Notices, demands and communications to be made under this Agreement shall be given to the Party's representative as listed below (or as provided electronically by Participant), and will be deemed given: if mailed certified mail, restricted delivery to the addresses below, or sent by email with read confirmation. Notices will be effective on the date of delivery indicated on the return receipt or email confirmation. Notices may also be given by courier or express mail service (e.g. Federal Express).

HIN: USQHIN Legal Department
120 N. Washington Sq., Suite 316
Lansing, MI 48933

legal@usqhin.org

14. **Miscellaneous/General.**

14.1 **Dispute Resolution.** The Parties agree that if there is a Dispute each Party will designate an individual with settlement authority to meet and confer in good faith in an attempt to resolve any Dispute. If the Dispute is not resolved within thirty (30) Days after the Parties first meet then, unless otherwise agreed by the Parties, the Dispute shall be subject to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. Any controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy

of any other Party. The Parties specifically instruct the arbitrator to consider rulings, orders, and awards (either interim, interlocutory, partial or final) of equitable relief, including directing specific performance or issuing an injunction, particularly if an award of money damages alone would not sufficiently compensate the claiming Party. Judgment on the arbitrator's award may be entered in any state or federal court having subject matter jurisdiction. The arbitrator will allocate in the final award all costs incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances provided that each Party will pay for and bear the cost and expense of its own experts, evidence, and legal counsel.

14.2 **Amendment.** This Agreement shall not be changed, modified or altered except by an amendment, or added Statement of Work or Exhibit, which to be valid and enforceable shall be in writing and signed by the Parties. The Parties agree, however, that they will take such actions to amend this Agreement from time to time as may be necessary if required by Applicable Law.

14.3 **Trademark.** No license to any Party's trademarks is granted herein. No Party shall use the other Party's name, trademarks or service marks in connection with any marketing materials or otherwise without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

14.4 **Insurance.** Throughout the Term of this Agreement, HIN shall maintain in force, either through a reasonable program of self-insurance or through commercial insurance, at a minimum the following insurance coverage: (a) commercial general liability insurance in the amount of \$3 million per occurrence and \$5 million annual aggregate; (b) umbrella/excess liability insurance in the minimum amount of \$5 million per occurrence and \$5 million annual aggregate; (c) privacy and network security (cyber liability) insurance covering loss or disclosure of Confidential Information and Message Content in the amount of \$5 million annual aggregate including coverage for fraudulent or dishonest acts committed by an employee, agent or contractor of the applicable Party, acting alone or in collusion with others. Participant will maintain in force insurance, including through a program of self-insurance, at amounts that are customary and reasonable for an entity of its size engaged in the Transaction of Message Content.

14.5 **Press Releases.** Any press release, or other publication or Notice that refers to the other Party in this Agreement must be approved by the other Party in writing prior to the release. Such approval shall not be unreasonably withheld.

14.6 **Assignment.** Except as set forth below, no Party shall assign or transfer this Agreement, or any part thereof, without the express written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment that does not comply with the requirements of this Section 14.6 shall be void and have no binding effect.

14.7 **Survival.** The provisions of Sections 1, 2, 3.3, 6, 7, 8, 9, 10, 11.4 and 14 will survive the termination of this Agreement for any reason.

14.8 **Waiver.** No failure or delay by any Party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any right shall constitute a waiver of any prior, concurrent, or subsequent right.

14.9 **Entire Agreement.** Except with respect to Section 14.2 hereof, this Agreement, together with all Attachments, Statements of Work and Exhibits, sets forth the entire and only Agreement among the Parties relative to the subject matter hereof. Any representation, promise, or condition, whether oral or written, not incorporated herein, shall not be binding upon any Party.

14.10 **Validity of Provisions.** In the event that a court of competent jurisdiction shall hold any Section, or any part or portion of any Section of this Agreement, invalid, void or otherwise unenforceable, each and every remaining Section or part or portion thereof shall remain in full force and effect.

14.11 **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify, or aid in the interpretation or construction of meaning of the provisions of this Agreement. All references in this instrument to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Agreement. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

14.12 **Relationship of the Parties.** The Parties are independent contracting entities. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or joint venture among the Parties. No Party shall have any authority to bind or make commitments on behalf of the other Party for any purpose, nor shall any such Party hold itself out as having such authority. No Party shall be held liable for the acts or omissions of another Party.

14.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

14.14 **Interpretation.** The reading of any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits each of the parties to comply with Applicable Law.

14.15 **Third-Party Beneficiaries.** With the exception of the Parties to this Agreement, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

14.16 **Debarment, Suspension and Investigation.** Each Party represents and warrants to the best of its knowledge that neither it, nor any of its employees directly involved in performing under this Agreement: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor; (b) have been convicted of fraud in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction nor contract under a public transaction; or (c) are currently under a final order issued by any federal, state, local or international regulatory or law enforcement organization finding a violation of Applicable Laws related to the privacy or security of Message Content that will materially impact the such Party’s ability to fulfill its obligations under this Agreement. Each Party shall inform the other Party if at any point during

the Term of this Agreement if it comes under such an order or any order that will materially impact its ability to fulfill its obligations under this Agreement.

14.17 Compliance with Fraud and Abuse Laws. Neither Party has provided or received anything of value with the intent to induce referrals from or to the other Party. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party shall intentionally conduct itself under the Terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 U.S.C. Sections 1395nn(b) and 1396h(b)), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C. Sections 1320a-7 et seq.) or any other applicable federal, state or local law, rule, or regulation.

14.18 Force Majeure. A Party shall not be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other disruptive natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) terrorist attacks; (g) acts of legislative, judicial, executive, or administrative authorities; or (h) any other circumstances that are not within its reasonable control. This Section 14.18 shall not apply to obligations imposed under Applicable Law.

14.19 Sovereign Immunity. Notwithstanding any provision in this Agreement to the contrary, a Participant or Participant Member that is a State or an agency of the State hereby expressly reserves and retains all immunities and defenses available to it as a sovereign under its Applicable Law. The Parties acknowledge and agree that no provision in this Agreement shall be construed as a waiver of sovereign immunity, and that the power to waive sovereign immunity is governed by the Participant's Applicable Law. The Parties agree that any ambiguity to sovereign immunity shall be construed in favor of sovereign immunity.

14.20 Electronic Signatures. Neither Party will contest the validity or enforceability of documents, including consents or authorizations, signed by electronic signature, in accordance with Applicable Law ("**Signed Documents**"). Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings will be admissible as between the Parties to the same extent and under the same condition as other business records originated and maintained in paper form.

14.21 Governing Law. This Agreement shall be governed by and interpreted in accordance with law of Delaware, without regard to its conflict of law provisions.

14.22 Authorized Signatory. The individual executing this Agreement on Participant's behalf has the authority to act on behalf of and bind Participant to the terms of this Agreement.

14.23 No Legal Advice. No communications made by HIN to Participant, either in writing or orally, are intended to constitute or be construed as legal advice on any subject matter. Participant should not rely on communications with HIN as legal advice on any subject matter for any purpose and should always seek the legal advice of competent counsel in Participant's jurisdiction.

Exhibit A HiPAA Uses is attached hereto and made a part hereof. This Participation Agreement and any attached Exhibit(s) are effective as of _____.

[INSERT PARTICIPANT NAME]

USQHIN, LLC

By: _____ (signature) By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____